

**This Indenture**, Made this 17<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety four between Addison Rult and Mary R. Rult wife of Baldwins in the County of Douglas and State of Kansas of the first part, and O. V. Markham of Baldwins in the County of Douglas and State of Kansas of the second part,

**Witnesseth**, That the said part 1<sup>st</sup> of the first part in consideration of the sum of Four Hundred fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The South half of the North Fifteen (15) Acres of that part of Baldwins City vacated and lying west of North (10) Street and South of Jersey Street

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said Addison Rult and Mary R. Rult wife of said Addison Rult do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred and fifty (\$450.00) Dollars according to the terms of one certain promissory note this day executed and delivered by the said Addison Rult and Mary R. Rult (wife) to the said party of the second part:

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part their heirs and assigns.

**In Witness Whereof**, The said part 1<sup>st</sup> of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Addison Rult (SEAL.)

Mary R. Rult (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered**, That on this 17<sup>th</sup> day of May, A. D. 1894, before me, L. E. Kidder, a Notary Public in and for said County and State, came Addison Rult and Mary R. Rult, his wife

to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

**In Witness Whereof**, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires July - 9<sup>th</sup> - 1894 L. E. Kidder Notary Public.  
Recorded May - 17<sup>th</sup> - 1894 A. D. 1894 at 9 o'clock A. M.

James Brooks  
Register of Deeds.

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