

This Indenture, Made this 7<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and ninety 1895 between Marion J. Ridder and Lowell A. Ridder wife & husband of Baldwin in the County of Douglas and State of Kansas of the first part, and N. N. Webster of the second part,

**Witnesseth,** That the said part 1<sup>st</sup> of the first part in consideration of the sum of Three Hundred \$300 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: Lots Nos. One Hundred and One (91) and One Hundred and Three (103) on Jersey Street in Baldwin City according to the recorded plat thereof

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 Marion J. Ridder & Lowell A. Ridder wife & husband 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 Three Hundred Dollars (\$300) according to the terms of One certain promissory note this day executed and delivered by the said Marion J. Ridder & husband to the said party of the second part: Due and payable One year from date of August 7, 1895, with interest thereon at the rate of 8 per cent per annum payable annually.

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 heirs and assigns.

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

Signed and delivered in presence of

Marion J. Ridder (SEAL.)

Lowell A. Ridder (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered,** That on this 7<sup>th</sup> day of August, A. D. 1895, before me, L. E. Ridder, a Notary Public in and for said County and State, came Marion J. Ridder and Lowell A. Ridder wife and husband to me personally known to be the same person 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> 1895.

Recorded Aug 7 A. D. 1895 at 7 o'clock P. M.

Notary Public.

James Brooks  
Register of Deeds.

The following is inserted on the original instrument  
The note herein described having been paid in full this mortgage  
is hereby released and the lien thereby created is discharged  
As witness my hand this 7<sup>th</sup> day of July A.D. 1900.  
N. N. Webster  
Recorded July 12<sup>th</sup> 1900.  
L. E. Ridder  
Notary Public  
My Comm. expires July 9<sup>th</sup> 1902.