

This Indenture, Made this 16<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and ninety nine between Nellie M. Tucker of Baldwin in the County of Douglas and State of Kansas of the first part, and Henry S. Starr of the second part,

**Witnesseth,** That the said part of the first part in consideration of the sum of One hundred fifty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do W. 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: Lot Twenty Six (26) Twenty Seven (27) and Twenty Eight (28) on Eighth (8) Street Baldwin City Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Nellie M. Tucker do W. hereby covenant and agree that at the delivery hereof she is the lawful owner 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 One hundred fifty Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Nellie M. Tucker to the said party of the second part: Said Baldwin City Aug 16 95 Nine Months after date I promise to pay to the order of Henry S. Starr all the Baldwin State Bank Baldwin Kans. One Hundred fifty Dollars, but 10 per cent from maturity. Due May 16 95 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 party 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 Nellie M. Tucker heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Nellie M. Tucker (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 16 day of Aug, A. D. 1895, before me, J. E. Hair, a Notary Public in and for said County and State, came Nellie M. Tucker

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 Aug 3 1896

Recorded Aug 19 A. D. 1895 at 10 o'clock P. M.

Notary Public.

James Brooks  
Register of Deeds.

The following is indorsed on the original instrument  
The note herein described having been paid in full, this mortgage  
is hereby released, and the lien thereby created, discharged  
attest: J. E. Hair, Notary Public  
Recorded July 10th 1896  
James Brooks, Register of Deeds