

This Indenture, Made this Twenty first day of August in the year of our Lord one thousand eight hundred and ninety five between Catherine E. Crosby widow of Baldwin in the County of Douglas and State of Kansas of the first part, and Willie S. Fitzpatrick of Willow Springs Mo. of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five hundred 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 her 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 Ninety (90) Ninety Two (92) Indiana Street Baldwin Kan.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Catherine E. Crosby widow 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 Five hundred dollars according to the terms of One certain Note and ten Coupons this day executed and delivered by the said Catherine E. Crosby 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 W 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 W 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 Catherine E. Crosby her heirs and assigns.

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

Signed and delivered in presence of

R. D. Mason

Catherine E. Crosby

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 21st day of August, A. D. 1895, before me, Geo. H. Banks, a Notary Public in and for said County and State, came Catherine E. Crosby a widow

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 Dec 1 1896

Recorded Aug 21 A. D. 1895 at 7³⁰ o'clock P M.

Notary Public.

Geo. H. Banks
James Brooks
Register of Deeds.