

This Indenture, Made this 5th day of October in the year of our Lord one thousand eight hundred and ninety five between Anna N. Garmenter and C. S. Garmenter her husband of Baldwin in the County of Douglas and State of Kansas of the first part, and Alis C. Smith of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of thirteen hundred 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 all 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: Sets No One hundred twenty six 126 and One hundred twenty Eight 128 on Chapel Street all in the City of Baldwin City, Douglas Co. Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Anna N. Garmenter & C. S. Garmenter 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 thirteen hundred Dollars according to the terms of two certain real estate notes this day executed and delivered by the said Anna N. Garmenter & C. S. Garmenter to the said party of the second part: Dated Baldwin Kans Oct 5, 1895
Time three years Rate 8 per cent. payable semi annually at Baldwin State Bank
Baldwin Kans. Privilege given to pay \$3.00 at any time after One Year.
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 all 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 all 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 Anna N. Garmenter & C. S. Garmenter their heirs and assigns.

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

Signed and delivered in presence of

Anna N. Garmenter (SEAL.)

C. S. Garmenter (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 7 day of Oct, A. D. 1895, before me,

J. E. Hair a Notary Public in and for said County and State, came Anna N. Garmenter & C. S. Garmenter her husband

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 Aug-3 1896

Recorded Oct 9 A. D. 1895 at 30 o'clock P. M.

Notary Public.

James Brooks Register of Deeds.

The following is interest in 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 5th day of December A.D. 1895.
Attest
W.H. Robinson
Scott Smith

Recorded Dec 24th 1898.