

This Indenture, Made this 16<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and ninety th between A. H. Seake & Rebecca B. Seake husband & wife of Baldwin in the County of Douglas and State of Kansas of the first part, and J. O. Barton of the second part,

**Witnesseth**, That the said part of the first part in consideration of the sum of Fifty #50 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said part 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 Sixty Seven (67) and Sixty Nine (69) Indiana 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 of the first part therein. And the said A. H. Seake and wife do hereby covenant and agree that at the delivery hereof him 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 Fifty Dollars #50 according to the terms of One certain promissory this day executed and delivered by the said A. H. Seake to the said part of the second part: due and payable six months from date of Oct. 11<sup>th</sup> 1895 with interest thereon at the rate of 10% from date

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 therefor, 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 part 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 A. H. Seake and wife heirs and assigns.

**In Witness Whereof**, The said part of the first part has hereunto set his hands and seal the day and year first above written.

Signed and delivered in presence of

A. H. Seake (SEAL.)

Rebecca Seake (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 16<sup>th</sup> day of Sept, A. D. 1895, before me, J. E. Tidder, a Notary Public in and for said County and State, came A. H. Seake and Rebecca B. Seake husband & wife 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> 1898

Recorded Jan 1 A. D. 1896 at 5<sup>12</sup> o'clock P. M.

Notary Public.

J. E. Tidder  
James Brooks  
Register of Deeds.