

This Indenture, Made this SECOND day of March in the year of our Lord one thousand eight hundred and ninety six, between Yermain House and Arnold House, both unmarried of the County of Douglas and State of Kansas, of the first part, and James W. Baldwin, of same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Twenty one hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, half sold and by these presents do 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: The South East Quarter of Section No. Twenty six (26) in Twp. No. Fourteen (14) South of Range No. Seventeen (17) East of the 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said parties of the first part

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 and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Twenty one hundred Dollars, being first purchase money of above described land,

according to the terms of one certain mortgage note, this day executed and delivered by the parties of the first part to the said party of the second part; due in five (5) years from date with interest from date to maturity, or default as evidenced by coupons attached to said note, and interest after maturity or default until fully paid, at the rate of 10% per annum;

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 her 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, 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 parties of the first part, their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Yermain House (Seal.)

Arnold House (Seal.)

(Seal.)

STATE OF KANSAS, {
County of Douglas } SS.

(Seal.)

Be it Remembered, That on this 9th day of March, A. D. 1896, before me,

J. A. Night, a Notary Public in and for said County and

State, came Yermain House and Arnold House, both unmarried

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 Nov 30 1899 J. A. Night
Recorded March 9 A. D. 1896 at 11th o'clock P. M. Notary Public.

James Brooks
Register of Deeds

Recorded April 8th 1901
Lawrence County Clerk's Office
(For Assignment and Book & Page 9 Gallo Regist'r)

E. A. B.