

JOURNAL OF LAWRENCE, KAN.

This Indenture, Made this Third day of July in the year of our Lord one thousand eight hundred and ninety five between Eliza C. Matter + George L. Matter her husband of the City of Baldwin in the County of Douglas and State of Kansas of the first part, and L. U. Todd of the second part,

**Witnesseth,** That the said part III of the first part in consideration of the sum of Three 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 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 numbers Fifteen (15) Sixteen (16) Seventeen (17) Eighteen (18) and Nineteen (19) on Fifth Street in Baldwin City Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part III 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

This grant is intended as a Mortgage to secure the payment of the sum of Three Hundred Dollars according to the terms of One certain Coupon Mortgage Note this day executed and delivered by the said Parties of the First Part to the said party of the second part: Payable three years after date to the order of party of second part with interest thereon according to the terms of said note and Coupons thereto attached

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 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. Privilege reserved to pay 50% on Principal at times of paying interest.

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

Signed and delivered in presence of

Jennie Matt

Eliza C. Matter (SEAL.)  
George L. Matter (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, }  
 County of Douglas } ss.

Be it Remembered, That on this 3<sup>rd</sup> day of July, A. D. 1895, before me, Nugh Blair a Notary Public in and for said County and State, came Eliza C. Matter and George L. Matter 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 9<sup>th</sup> Decr 1897  
 Recorded May 27 A. D. 1896 at 10<sup>15</sup> o'clock A. M. Nugh Blair Notary Public.

James Brooks  
 Register of Deeds.

The following is Endorsed on the original instrument:  
 The note herein described having been paid in full this mortgage is hereby released and the lien hereby created is discharged.  
 As Witness my hand this Eighth day of September, A. D. 1906.  
L. U. Todd.

Attest C. B. P. yes.  
C. M. Name

Recorded Sept 17<sup>th</sup> 1906.  
C. M. Name  
 Register of Deeds