

This Indenture, Made this 8<sup>th</sup> day of July in the year of our Lord one thousand eight hundred and ninety six between Nellie M. Tucker a widow of Baldwin in the County of Douglas and State of Kansas of the first part, and J. Y. Walker of the second part,

Witnesseth That the said party of the first part in consideration of the sum of One Hundred & Seventy Five DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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 Nos Twenty Six (26) Twenty Seven (27) and Twenty Eight (28) on Eighth Street in Baldwin City according to the recorded plat thereof

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Nellie M. Tucker do 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 One Hundred & Seventy Five Dollars (\$175) according to the terms of One certain Note this day executed and delivered by the said Nellie M. Tucker to the said party of the second part: due and payable one year from July 8-1896 with interest thereon at the rate of 8% per annum payable annually

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 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 heirs and assigns.

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

Signed and delivered in presence of

Nellie M. Tucker (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 8<sup>th</sup> day of July, A. D. 1896, before me, S. E. Kidder a Notary Public in and for said County and State, came Nellie M. Tucker 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 July 9<sup>th</sup> 1898  
Recorded July 10 A. D. 1896 at 1:50 o'clock P. M.

S. E. Kidder Notary Public.  
James Brooks Register of Deeds.

The following was endorsed on the original instrument  
The note herein described having been paid in full, this Mortgage is hereby released and the lien thereby created discharged.  
As Witness my hand, this 20<sup>th</sup> day of August, A. D. 1898

Recorded August 20 1898

Attest  
W. B. Smith

J. H. Sawyerman Register of Deeds

W. J. Walker