

This Indenture, Made this Twelfth day of December in the year of our Lord one thousand eight hundred and ninety th between S. N. Walker and M. Walker his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Marshall F. Seary of the second part.

Witnesseth, That the said parties 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: the lot Number sixty seven 67 and the south twenty four 1/4 feet of lot Number sixty Nine 69 on Sherman Street Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first part 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 Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: Due in three 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 ten percent 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 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 parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

W. W. Stewart

S. N. Walker

M. Walker

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 11th day of December, A. D. 1896, before me, W. W. Stewart Justice of the Peace, a Notary Public in and for said County and State, came S. N. Walker and M. Walker his 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

Recorded Dec 15 A. D. 1896, at 3-30 o'clock P. M.

Notary Public.

W. W. Stewart J. P.  
James Brooks  
Register of Deeds.

The following is endorsed on the original instrument  
 Aug. 17, 1897  
 Received of S. N. Walker, the within named mortgagee, the sum of  
 \$300.  
 Three hundred and 00/100 Dollars, in full satisfaction of the within mortgage.  
 Marshall F. Seary  
 Recorded April 24, 1900  
 W. W. Stewart Register of Deeds  
 By Billie R. Seaman, Deputy.