

This Indenture, Made this 8th day of Febr in the year of our Lord one thousand eight hundred and ninety seven between Patrick Callan of Douglas in the County of Douglas and State of Kansas of the first part, and The Baldwin State Bank of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of thirteen hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold and by these presents do sell grant, bargain, sell and mortgage to the said party of the second part its 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 West Quarter (1/4) Section Fifteen (15) Township Fifteen (15) Range Nineteen 19, Douglas County, Kansas Containing 160 Acres more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Patrick Callan do hereby covenant and agree that at the delivery hereof he 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 thirteen hundred dollars according to the terms of one certain Coupon Note this day executed and delivered by the said Patrick Callan to the said party of the second part: Dated Baldwin Kans Feb 8-1897 Period Note is to run five years but at five percent payable Annually at Baldwin State Bank like int. Coupons attached to Note for \$117.00 each Note payable at Baldwin State Bank Feb 8, 1902 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 its 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 its 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 Patrick Callan heirs and assigns.

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

Signed and delivered in presence of

Patrick Callan (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 8th day of Feb, A. D. 1897, before me, A. E. Kidder, a Notary Public in and for said County and State, came Patrick Callan

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 1898 A. E. Kidder

Notary Public.

Recorded Febr 10 A. D. 1897, at 8 o'clock A. M.

James Brooks
Register of Deeds.

The following is indented on original instrument
The note herein described having been paid in full this Mortgage
is hereby released and the land hereby created discharged
As Witness my hand this 17th day of March A. D. 1900
J. E. Harmer
The Baldwin State Bank
By J. E. Harmer Cashier

Recorded March 19th 1900, J. E. Harmer Register of Deeds

