

This Indenture, Made this 9th day of Febr in the year of our Lord one thousand eight hundred and ninety ALLEN between Amelia G. McQueen and John C. McQueen her husband of Baldwin in the County of Douglas and State of Kansas of the first part, and Henry C. Humbert of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and fifty 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 No. Three 3 Four 4 Five 5 and six. On sixth Street Baldwin City, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Amelia G. McQueen and John C. McQueen do hereby covenant and agree that at the delivery hereof they are the lawful owner S. of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances Except One mortgage for four hundred and fifty Dollars to the Lawrence Building & Loan Association

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifty Dollars according to the terms of One certain Note this day executed and delivered by the said Amelia G. McQueen and John C. McQueen to the said party of the second part: Dated Baldwin Kans Feb 9th 1897, time two years interest 10 per cent payable semi-annually at the Baldwin State Bank, Note due Febr-9-1899 Privilege is given to pay all or part at any int, paying time 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 Amelia G. McQueen heirs and assigns.

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

Signed and delivered in presence of

Amelia G. McQueen (SEAL.)
John C. McQueen (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 9 day of February, A. D. 1897, before me, E. S. Crooks, a Notary Public in and for said County and State, came Amelia G. McQueen 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 March 10, 1898

E. S. Crooks

Notary Public.

State of Missouri } The following is attached to instrument above recorded
County of Phelps } SS On this 15th day of February, 1897, before me personally appeared John C. McQueen and Amelia G. McQueen who to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Colia Mo, the day and year first above written.
My term expires April 16, 1900

Wesley D. Jones
Notary Public

Recorded February 17, 1897 at 11:50 o'clock A.M.

James Brooks
Register of Deeds

The following is witnessed on the original instrument
The state herein described having been paid in full this mortgage
is hereby released and the lien hereby created discharged
As witness my hand this 9th day of Feb. A.D. 1898.
Henry C. Humbert

Recorded July 9, 1898.
W. J. Jordan Register of Deeds