

This Indenture, Made this 4th day of March in the year of our Lord one thousand eight hundred and ninety seven between W. W. Jenkins and Frances E. Jenkins of Medina in the County of Douglas and State of Kansas of the first part, and J. B. Stump of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Seven 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:

Sets Numbers Eighty (84) to One hundred two (102) Even Nos on Elm Street Baldwin Kans. Also Sets Eighty-seven (87) to One hundred One odd Nos on Fremont Street Baldwin Kans. N 1/2 of S 1/2 and S 1/2 of N 1/2 of N. E. 1/4 of S. W. 1/4 (less 5 Acres) Sec 4 Township 15 Range 20 Douglas County, Kans. Also Set No. 91, High Street Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said W. W. Jenkins and Frances E. Jenkins 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 a Mortgage to secure the payment of the sum of Seven Hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said W. W. Jenkins and Frances E. Jenkins to the said party of the second part: Dated Mar 4-1897 Due Mar 4-1898 at 3 percent per annum payable annually All payments at the Baldwin State Bank

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 surplus, if any there be, shall be paid by the party making such sale on demand to the said W. W. Jenkins and Frances E. Jenkins heirs and assigns.

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

Signed and delivered in presence of

W. W. Jenkins (SEAL.)
Frances E. Jenkins (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 5 day of March, A. D. 1897, before me, J. E. Hair, a Notary Public in and for said County and State, came W. W. Jenkins and Frances E. Jenkins 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 Aug 3 1900 J. E. Hair Notary Public.
Recorded March 18 A. D. 1897, at 2 ¹⁰ o'clock P. M.

James Brooks Register of Deeds.

The following is entered on the original instrument -
The note herein described having been paid in full, this mortgage is hereby released, and the land thereby created discharged. The release my hand, this 23rd day of Dec. A. D. 1901 -
J. B. Stump
Attest: J. B. Hair
J. M. Clark

Recorded Dec. 24, 1901
By J. B. Stump,
Register of Deeds.
Attest: J. B. Hair,
Deputy.