

This Indenture, Made this 22nd day of March in the year of our Lord one thousand eight hundred and ninety seven between Mary Hair, and J. E. Hair, her husband of Douglas in the County of Douglas and State of Kansas of the first part, and Mrs W. A. Quayle of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 her 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 Twenty Six feet of Lot No. 29 and the North Twenty four feet of Lot No. 30 on Eighth Street in Baldwin City, Douglas County, Kans.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Mary Hair, and J. E. Hair, her husband 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 One Thousand Dollars according to the terms of One certain Real Estate Coupon ^{note} this day executed and delivered by the said Mary Hair and J. E. Hair to the said party of the second part: Time 3 years, Int 7 percent payable semi-annually, Notes Int payable at the Baldwin State Bank, Baldwin, Kans, Due Mar, 21-1900

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 her 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 her 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 Mary Hair 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

Mary Hair (SEAL.)
J. E. Hair (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 22nd day of March, A. D. 1897, before me, J. H. Price, Justice of Peace, a Notary Public in and for said County and State, came Mary Hair, and J. E. Hair, her husband 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 1897 J. H. Price, Justice of the Peace
Recorded March 22 A. D. 1897, at 10³⁰ o'clock A. M. Notary Public.

J. H. Price
Registry of Deeds.

(Released See Book 35 Page 615)