

This Indenture, Made this 14th day of May in the year of our Lord one thousand eight hundred and ninety seven between A Frank Kerns and Julia H. Kerns his wife of Secorpton in the County of Douglas and State of Kansas of the first part, and Jacob Baughman, of Secorpton of the second part.

Witnesseth, That the said part of the first part in consideration of the sum of Two hundred 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 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 number (18) Eighteen (19) nineteen (20) twenty (21) twenty one (22) twenty two (23) twenty three (24) twenty four (25) twenty five (26) twenty six (27) twenty seven (28) twenty eight, all in Secorpton, County Douglas, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. Frank Kerns and Julia H. Kerns do hereby covenant and agree that at the delivery hereof are 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 and that they will warrant and defend the same against all claims whatsoever

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and Fifty according to the terms of one certain Note this day executed and delivered by the said A. F. Kerns and Julia H. Kerns to the said part of the second part: payable at Lawrence Natl Bank Lawrence Kansas as follows to-wit: Two hundred fifty Dollars, on demand with interest thereon

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 parties 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 part of the second part 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 parties making such sale on demand to the said 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

Walter S. Howe

A. Frank Kerns (SEAL.)

Julia H. Kerns (SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 14th day of May, A. D. 1897, before me, the undersigned above said, a Notary Public in and for the County and State, came A. Frank Kerns and Julia H. Kerns who are personally known to me of Secorpton known to be the same person who executed the within instrument, and duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public, Term Expires Feb 5 1899

Recorded May 15 A. D. 1897, at 10⁵ o'clock A. M.

Walter S. Howe (SEAL.)

James Brooks
Register of Deeds

The foregoing is endorsed on the original instrument. The note herein described having been paid in full. This mortgage is hereby released, and the lien thereby created discharged. At witness my hand, this 20th day of March A.D. 1899.

*Sarah O. Baughman
Jacob Baughman*

*Attest
W. L. Howe*

Recorded March 20 1899

*L. J. Garrison
Register of Deeds
J. W. Fisher
Deputy*