

**This Indenture**, Made this 6<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and ninety seven between Anna E. Amsden and George W. Amsden her husband of Baldwin City in the County of Douglas and State of Kansas of the first part, and Hugh Blair of the second part.

**Witnesseth**, That the said parties of the first part in consideration of the sum of Two hundred and fifteen 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 numbers 23-25-27-29-31-33-35-37-39-41- and 43 on Elm Street and Lots numbers 24-26-28-30-32-34-36-38-40-42- and 44 on Pearson Street, all in Baldwin City, Douglas County, Kansas,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 Two hundred and fifteen Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said parties of the first part to the said party of the second part: Payable two years after date to order of party of second part with interest at 8% from date payable semi-annually

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 parties of the first part their 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

Jennie Watt

Anna E. Amsden (SEAL.)  
Geo W. Amsden (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

**Be it Remembered**, That on this 6<sup>th</sup> day of September, A. D. 1897, before me, Jennie Watt, a Notary Public in and for said County and State, came Anna E. Amsden and George W. Amsden 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 30<sup>th</sup> Mch 1900

Recorded Sept 6 A. D. 1897, at 1<sup>45</sup> o'clock P. M.

Notary Public.

Register of Deeds.

The following is intended and original instrument  
The note herein described having been paid in full the mortgage  
is hereby released and also the deed hereby created is discharged  
As Witness my hand this 10<sup>th</sup> day of March A.D. 1900  
Hugh Blair  
Recorded March 15<sup>th</sup> 1900. W. H. Hoffman Register of Deeds.