

This Indenture, Made this Nineteenth day of October in the year of our Lord one thousand eight hundred and ninety seven between A. H. Seake and Rebecca Seake, husband and wife of Baldwin in the County of Douglas and State of Kansas of the first part, and J. N. Snider of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred Ninety Seven 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 Fifty Nine (59) Sixty One (61) Sixty Three (63) Sixty Five (65) Sixty Seven (67) and Sixty Nine (69) on Indiana Street in the City of Baldwin as shown by the plat thereof

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. H. Seake and Rebecca Seake 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 save and except one certain mortgage of \$500.00 given to The Kansas National Building Association part of which has been paid

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred Ninety Seven and 00/100 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:

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 or 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

A. H. Seake (SEAL.)
Rebecca Seake (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 19th day of October, A. D. 1897, before me, Francis M. McHale, a Notary Public in and for said County and State, came A. H. Seake and Rebecca Seake, husband and wife 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 Feb 19th 1898 Francis M. McHale Notary Public.
Recorded Oct 27 A. D. 1897, at 7 o'clock A.M.

James Brooks
Register of Deeds.