

This Indenture, Made this 29th day of Nov in the year of our Lord one thousand eight hundred and ninety seven between Mrs. A. Clark and B. J. Clark her husband of Baldwin in the County of Douglas and State of Kansas of the first part, and Maud Martin of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 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: Lots No. Seventy Eight (78) Eighty (80) and Eighty Two (82) on Grove 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 Mrs. A. Clark and B. J. Clark, 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 Three hundred Dollars according to the terms of one certain Note this day executed and delivered by the said Mrs. A. Clark and B. J. Clark to the said party of the second part: Dated Baldwin Kansas Nov 29-1897. Term One Year Int 10 percent payable Semi-Annually Int & Note Payable at the Baldwin State Bank Due Nov 29-1898. Amount of Note Three hundred Dollars 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 therefor, 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 Mrs. A. or B. J. Clark 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

Mrs. A. Clark (SEAL)
B. J. Clark (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 29 day of Nov, A. D. 1897, before me, J. E. Hair, a Notary Public in and for said County and State, came Mrs. A. Clark and B. J. Clark, 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 Aug 3, 1900 J. E. Hair Notary Public.
Recorded Dec 3 A. D. 1897, at 7 o'clock A.M.

James Brooks Register of Deeds

The following was 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.
Attest my hand this 26th day of Nov. A.D. 1898

Maud Martin
Attest J. E. Hair

Recorded Nov. 20, 1898
W. T. Lawrence
Register of Deeds
By H. C. Fisher