

This Indenture, Made this 3rd day of February in the year of our Lord one thousand eight hundred and ninety eight between Edmund K. Eaton (a widower) of Baldwin in the County of Douglas and State of Kansas of the first part, and A. B. Goodale of the second part.

Witnesseth, That the said part of the first part in consideration of the sum of Eight Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said part 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 two (2) four (4) six (6) eight (8) ten (10) twelve (12) fourteen (14) sixteen (16) eighteen (18) twenty (20) and twenty two (22) on high Street and Lots one (1) three (3) five (5) seven (7) nine (9) eleven (11) thirteen (13) fifteen (15) seventeen (17) nineteen (19) and twenty one (21) on Indiana Street all in Baldwin City

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Edmund K. Eaton do hereby covenant and agree that at the delivery hereof he is 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

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred Dollars

according to the terms of one certain promissory Note this day executed and delivered by the said Edmund K. Eaton to the said part of the second part: Due six months after the date hereof with interest at the rate of eight per cent per annum

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 part 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, appraisal 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 part of the second part making such sale on demand to the said party of the first part his heirs and assigns.

In Witness Whereof, The said part of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Edmund K. Eaton (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 3rd day of February, A. D. 1898, before me, Wm. H. Mason, a Notary Public in and for said County and State, came Edmund K. Eaton a widower 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. 3rd 1898 Wm. H. Mason Notary Public.
Recorded Feb. 14th A. D. 1898 at 9:00 o'clock P.M.

G. B. Goodale
Register of Deeds.

The following is witnessed on the original instrument
The note herein described having been paid in full this Mortgage
is hereby released and the said hereby created this charge of
As Witness My hand this 21st day of December A. D. 1900.
A. B. Goodale

Recorded Jan 22nd 1901
G. B. Goodale
Register of Deeds.