

This Indenture, Made this 29th day of Jan, in the year of our Lord one thousand eight hundred and ninety Eight, between Mary M. McNees, H. E. McNees, J. M. McNees and Hattie McNees his wife of Centropolis in the County of Douglas and State of Kansas of the first part, and The Baldwin State Bank of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of One 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 part 2^d of the second part their 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:

The South one half (1/2) of the South East quarter (S.E. 1/4) Section No. Sixteen Township No. Fifteen (15) Range No. Fifteen (15) Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Mary M. McNees, H. E. McNees, J. M. McNees and Hattie McNees do hereby covenant and agree that at the delivery hereof they 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

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

according to the terms of One certain note this day executed and delivered by the said Mary M. McNees, J. M. McNees, H. E. McNees, Hattie McNees to the said part 2^d of the second part: Dated Baldwin Kansas, Jan. 29-98, time one year due Jan. 29-1899 interest 10 percent from date. Prin. and int. payable at Baldwin State Bank

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 2^d of the second part its 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 2^d of the second part its 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 1st making such sale on demand to the said Mary M. McNees her heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Mary M. McNees (SEAL.)
H. E. McNees (SEAL.)
J. M. McNees (SEAL.)
Hattie McNees (SEAL.)

STATE OF KANSAS, } SS.
 County of Douglas

Be it Remembered, That on this 29 day of Jan, A. D. 1898, before me, J. E. Hair, a Notary Public in and for said County and State, came Mary M. McNees, H. E. McNees, J. M. McNees and Hattie McNees his wife 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 5th February A. D. 1898 at 9 o'clock A. M.

W. A. Soxman
 Register of Deeds.

(For release see Book 37 Page 143)