

This Indenture, Made this 1st day of March in the year of our Lord one thousand eight hundred and ninety Eight between A. A. B. Cavaness, a single man of Baldwin in the County of Douglas and State of Kansas of the first part, and W. D. Martin of the second part,

Witnesseth, That the said part 1 of the first part in consideration of the sum of Eight Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha 3 sold and by these presents do so grant, bargain, sell and mortgage to the said part 2 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 No. Seventy-five (75) Seventy-seven (77) Seventy-nine (79) Eighty-one (81) Eighty-three (83) and Eighty-five (85) All on Chapel Street, Baldwin City Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said A. A. B. Cavaness do so 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 note this day executed and delivered by the said A. A. B. Cavaness to the said part 2 of the second part: Dated, Baldwin Kansas Mar. 1-1898. Time one year interest 9 per cent per annum payable quarterly. Prin. & Int. payable at the Baldwin State Bank Due Mar. 1-1899

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 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 part 2 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 part 2 making such sale on demand to the said A. A. B. Cavaness heirs and assigns.

In Witness Whereof, The said part 2 of the first part, ha 3 hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

A. A. B. Cavaness (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.



Be it Remembered, That on this 9 day of March, A. D. 1898, before me, J. E. Hair, a Notary Public in and for said County and State, came A. A. B. Cavaness a single man 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 Aug 3-1900

Recorded March 10, A. D. 1898, at 7:30 o'clock A. M.

J. E. Hair
Notary Public.

W. D. Martin
Register of Deeds.

The following is inclosed on the original instrument
The note heretofore described having been paid in full the Mortgage
is hereby released and the title thereto created discharged
Aug. 11, 1900
J. E. Hair, Administrator of the estate
of W. D. Martin deceased.

Recorded Oct 17, 1901
Updegraff, Register of Deeds.