

This Indenture, Made this 10th day of May in the year of our Lord one thousand eight hundred and ninety eight between Mary A. Counts and S. D. Counts her husband of Baldwin in the County of Douglas and State of Kansas of the first part, and Lizzie A. Sleeper of the second part.

Witnesseth, That the said part of the first part in consideration of the sum of Five Hundred Fifty 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 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 Thirty Seven (37) Thirty Eight (38) and Thirty Nine (39) on Sixth 6th Street, Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Mary A. Counts and S. D. Counts 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 Five Hundred and Fifty ^{no/100} Dollars according to the terms of One certain Note this day executed and delivered by the said Mary A. Counts + S. D. Counts to the said part of the second part: Dated Baldwin Kansas, May 10-1898, amount \$550⁰⁰ Int 7% payable semi-annually, time 5 years due May 10-1903.

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 part 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 part of the second part her making such sale on demand to the said Mary A. Counts her heirs and assigns.

In Witness Whereof, The said part 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 A. Counts (SEAL.)
S. D. Counts (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 10th day of May, A. D. 1898, before me, J. E. Hair, a Notary Public in and for said County and State, came Mary A. Counts + S. D. Counts 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
Recorded May 16th A. D. 1898, at 10 o'clock A. M.

J. E. Hair
Notary Public.

L. J. McManis
Register of Deeds.

The following is Enclosed per the original instrument
The note herein described having been paid in full
this mortgage is hereby released, and the same thereby created
discharged, as witness my hand this 24 day of Jan. A. D. 1903.
Lizzie A. Sleeper.
Per. Rev. J. H. Sleeper.
Fred. Harshbarger.

Recorded Jan 27, 1903.
Abrahamson
Register of Deeds.

