

This Indenture, Made this Sixth day of May in the year of our Lord one thousand eight hundred and ninety Eight between C. H. Mussett

of Baldwin in the County of Douglas and State of Kansas of the first part, and J. B. Barton of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and Twenty DOLLARS, to him 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 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: Lot No. One hundred and Four (104) on Dearborn Street in the City of Baldwin, Douglas County, Kansas,

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said C. H. Mussett 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 One hundred and Twenty Five Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said C. H. Mussett to the said party of the second part:

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 party of the second part or 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 party 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 party making such sale on demand to the said C. H. Mussett heirs and assigns.

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

Signed and delivered in presence of

J. B. Lanning

C. H. Mussett

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 6th day of May, A. D. 1898, before me, J. H. Price, a Justice of the Peace, a Notary Public in and for said County and State, came C. H. Mussett

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

Recorded May 25th

A. D. 1898, at 8 o'clock A. M.

J. H. Price

Notary Public

W. B. Doernand

Register of Deeds

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