

This Indenture, Made this 9<sup>th</sup> day of Feb. in the year of our Lord one thousand eight hundred and ninety Ninety eight between Amelia J. McQueen a widow of Baldwin in the County of Douglas and State of Kansas of the first part, and Henry C. Kidder of the second part,

**Witnesseth**, That the said part y of the first part in consideration of the sum of Two Hundred & Fifty (\$250<sup>00</sup>) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said part y 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:

Tracts Nos. Three (3) Four (4) and Five (5) and Six (6) on Sixth Street Baldwin City, according to the recorded plat thereof

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Amelia J. McQueen a widow do hereby covenant and agree that at the delivery hereof Amelia J. McQueen 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 except a mortgage of Four Hundred & Fifty Dollars (\$450-) Payable to the Kansas Building & Loan Association, Lawrence Kansas

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred & Fifty Dollars (\$250)

according to the terms of One certain promissory note this day executed and delivered by the said Amelia J. McQueen to the said part y of the second part: Payable one year from date of Feb. 9-1898. Interest thereon at the rate of 10% per annum, payable semi-annually at Baldwin State Bank, privilege is given to pay all or part at any interest paying period 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 y 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 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 part y making such sale on demand to the said Amelia J. McQueen heirs and assigns.

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

Signed and delivered in presence of

S. E. Kidder

Amelia J. McQueen (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

**Be it Remembered**, That on this 9<sup>th</sup> day of Feb. A. D. 1898, before me, S. E. Kidder, a Notary Public in and for said County and State, came Amelia J. McQueen a widow 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 July 9-1898 S. E. Kidder Notary Public.

Recorded July 9<sup>th</sup> A. D. 1898, at 5<sup>30</sup> o'clock P. M.

W. B. Brown  
Register of Deeds.

The foregoing was indorsed on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged, as Witness my hand this 8<sup>th</sup> day of August A.D. 1898

Henry C. Kidder

Attest: W. M. Clark

Recorded Aug. 8<sup>th</sup> 1898  
W. B. Brown Register of Deeds.

By J. C. Fisher