

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 19th day of October in the year of our Lord one thousand eight hundred and ninety eight between Asbery Humbert and Aniledell Humbert his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and G. R. Benedict of the second part,

Witnesseth, That the said part As of the first part in consideration of the sum of Forty Five 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 g 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: Their undivided one half interest in the North Ninety (90) feet of Lots A and B Grove Street, Baldwin City according to the recorded plat thereof

with all the appurtenances, and all the estate, title and interest of the said part g of the first part therein. And the said Asbery Humbert and Aniledell Humbert his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Forty Five Dollars

according to the terms of one certain Note this day executed and delivered by the said Asbery Humbert and wife to the said part g of the second part: his heirs and assigns

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 g 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 g 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 g making such sale on demand to the said Asbery Humbert and Aniledell Humbert their heirs and assigns.

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

Signed and delivered in presence of

Asbery Humbert (SEAL.)
Aniledell Humbert (SEAL.)
 _____ (SEAL.)
 _____ (SEAL.)

STATE OF KANSAS,
 County of Douglas } ss.

Be it Remembered, That on this 19th day of October, A. D. 1898, before me, J. H. Price, Justice of the Peace, a Notary Public in and for said county and State, came Asbery Humbert and Aniledell Humbert his wife 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 October 24th A. D. 1898, at 8 o'clock A. M.

J. H. Price
 Justice of the Peace
G. R. Benedict
 Register of Deeds.

(See Release See Bk. 44 Pg. 458)