

This Indenture, Made this 1<sup>st</sup> day of Nov. in the year of our Lord one thousand eight hundred and ninety eight between Emma Dear (unmarried)

of Baldwin in the County of Douglas and State of Kansas of the first part, and A. C. Humbert of the second part,

**Witnesseth,**

That the said part 1 of the first part in consideration of the sum of Seven Hundred fifty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has she sold and by these presents do she grant, bargain, sell and mortgage to the said party 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 One hundred Twenty one (121) one hundred Twenty Three One hundred Twenty Five One hundred Twenty Seven One hundred Twenty Nine, and One hundred Thirty one on Indiana Street, Baldwin City 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 Emma Dear do she hereby covenant and agree that at the delivery hereof she 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 Seven hundred fifty & <sup>70</sup>/<sub>100</sub> Dollars,

according to the terms of One certain Note this day executed and delivered by the said Emma Dear to the said part 2 of the second part, Dated Baldwin Kansas, 11/1/98. On or before 7 mo. years after date, we promise to pay to the order of A. C. Humbert at the Baldwin State Bank, Seven Hundred fifty Dollars with Int. at 10 per cent. per annum

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 party 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 party 2 making such sale on demand to the said Emma Dear heirs and assigns.

In Witness Whereof, The said part 1 of the first part, has she hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Emma Dear (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 1 day of Nov., A. D. 1898, before me, J. E. Hair a Notary Public in and for said county and State, came Emma Dear, unmarried

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 November 14<sup>th</sup> A. D. 1898, at 11:30 o'clock A.M.

Notary Public,

Register of Deeds,

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged. At witness my hand, this 14 day of May 1901.  
J. E. Hair  
Notary Public.

Recorded Nov. 19 - 1901,  
J. H. Copman,

Register of Deeds,  
J. E. Hair, Deputy.