

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 20th day of December in the year of our Lord one thousand eight hundred and ninety-eight between Addix Porter & Preston Porter, her husband of the City of Baldwin in the County of Douglas and State of Kansas of the first part, and Margaret Gray of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred and Sixty Six & 2/100 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 party 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: The South half of Lots Number One Hundred and one (101) and One Hundred and three (103) on King Street in Baldwin City, Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Parties of the first part 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 One Hundred and Sixty Six & 2/100 Dollars according to the terms of One certain Mortgage note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable five years after date with interest thereon according to the terms of said note and coupons thereto attached

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 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 part 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 party making such sale on demand to the said Parties of the first part their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Jennie Ward

Having first been explained to said parties of the first part who said they understood the same and made their marks hereunto in my presence.

STATE OF KANSAS,

County of Douglas County } ss.

Be it Remembered, That on this 20th day of December, A. D. 1898, before me, Hugh Blair, a Notary Public in and for said county and State, came Addix Porter and Preston Porter her husband 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 25th Decr. 1901 Hugh Blair Notary Public.
Recorded January 21st A. D. 1899, at 12⁴⁰ o'clock P. M.

G. J. Noxman
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 20th day of December 1898

Belief Smith
Be Will Lake her attorney in fact

(Orig. in 304 Book 37 Page 533)
Attest
G. J. Noxman Register of Deeds

