

This Indenture, Made this 10th day of Febr. in the year of our Lord one thousand eight hundred and ninety 99 between Sophia A. Stewart, and J. W. C. Stewart, her husband of Baldwin in the County of Douglas and State of Kansas of the first part, and H. E. Laughlin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three Hundred 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 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: The South One half of Lots no. One Hundred nine (109) and One Hundred Eleven (111) on King Street Baldwin City Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Sophia A. Stewart & J. W. C. Stewart 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 Three Hundred Dollars

according to the terms of One certain note this day executed and delivered by the said Sophia Stewart and J. W. C. Stewart to the said part of of the second part: Dated Febr. 10-99. Time Five years. privilege of paying in three years Int. 8 per cent. am't. \$300.00 Due Febr. 10-1904.

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 of 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 of making such sale on demand to the said Sophia A. Stewart or J. W. C. Stewart heirs and assigns.

In Witness Whereof, The said part ies of the first part, ha hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Sophia A. Stewart (SEAL.)
J. W. C. Stewart (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 10th day of Febr. A. D. 1899, before me, J. E. Hair a Notary Public in and for said county and State, came Sophia A. Stewart and J. W. C. Stewart 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 Aug. 3-1900
Recorded February 23 A. D. 1899 at 10³⁰ o'clock A. M.

J. E. Hair Notary Public.
E. J. Foxman Register of Deeds.

The following is entered on original instrument
The note herein described, having been paid in full this mortgage
is hereby released, and the lien thereby created discharged
H. E. Laughlin

Recorded Sept. 11th A.D. 1903
At W. Armstrong
Register of Deeds
By J. B. Bowman
Deputy