

**This Indenture**, Made this Twenty second day of July in the year of our Lord one thousand eight hundred and ninety Nine, between Charles M. Baldwin and Edna Baldwin, his wife, of the first part, and C. H. Newby of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Nine 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 half of the north east quarter of section number seven T. in Township number fifteen N. south of range number eighteen E. East of the sixth 6th Principal Meridian and containing eighty 80 acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said parties 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 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 Nine hundred dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said Charles M. Baldwin and Edna Baldwin to the said party of the second part: Due July 22nd 1904 with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default at the rate of ten per cent. per annum until fully paid.

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 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 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 of the first part their heirs and assigns.

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

Signed and delivered in presence of

Charles M. Baldwin (SEAL)

Edna Baldwin (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Osage } ss.

**Be it Remembered**, That on this 25 day of July, A. D. 1897, before me, D. S. Fairchild, a Notary Public in and for said county and State, came Charles M. Baldwin and Edna Baldwin 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 Dec. 17th 1899 D. S. Fairchild

Recorded July 25th A. D. 1897, at 8:30 o'clock A. M. D. S. Fairchild Notary Public.

H. S. Doxman Register of Deeds.

This following is returned on the original instrument: Notary Public described having been paid in full, this mortgage is hereby released and the mortgagee is discharged. As witness my hand this 25th day of July, A. D. 1897.

C. H. Newby

Recorded March 14 1900

C. H. Newby

Registered of Deeds

