

JOURNAL CO. LAWRENCE, KAN.

This indenture, Made this 26th day of June in the year of our Lord one thousand eight hundred and ninety nine between Elijah M. Dixon and Sarah A. Dixon, his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Wm. F. E. Stuart of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred fifty (\$350.00) 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: Lot number one hundred Thirteen (113) one hundred fifteen (115) one hundred seventeen (117) one hundred nineteen (119) one hundred twenty one (121) one hundred twenty three (123) all on Newton Street Baldwin City.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Elijah M. Dixon and Sarah A. Dixon 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 fifty dollars

according to the terms of one certain promissory note this day executed and delivered by the said Elijah M. Dixon and Sarah A. Dixon to the said party of the second part: Said note is due two years after date and bears eight percent interest from date. Principal & Int. payable at the Baldwin State Bank.

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 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the party of the first part making such sale on demand to the said Elijah M. Dixon heirs and assigns.

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

sealed
Signed and delivered in presence of

Elijah M. Dixon (SEAL.)

Sarah A. Dixon (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas County } SS.

Be it Remembered, That on this 26th day of June, A. D. 1899, before me, J. E. Hair a Notary Public in and for said county and State, came Elijah M. Dixon and Sarah A. Dixon 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 Aug. 3 1900. J. E. Hair Notary Public.

Recorded July 28 A. D. 1899, at 10 o'clock A. M.

H. S. Norman
Register of Deeds.

The foregoing is endorsed on the original instrument.

Baldwin/Kans. Aug. 21st 1899.
Received of Elijah M. Dixon & his wife the within named mortgage.
the sum of Three Hundred & Fifty & Int. and \$200.00 Dollars in full
satisfaction of the within mortgage. Mrs. H. E. Stuart

37350.00.

Recorded August 28th 1899

J. E. Norman
Register of Deeds

J. H. Fisher
Deputy

The following is endorsed on the original instrument.