

This Indenture, Made this Twenty-six day of October in the year of our Lord one thousand eight hundred and ninety three between D. Baughman and M. A. Baughman, his wife, of Decatur in the County of Douglas and State of Kansas of the first part, and Roy B. Smith of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of Two 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 part of 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: Beginning at a point eleven hundred and thirty four (1134) feet south of the north west corner of the north east quarter of Section Three (3), Township Twelve (12) range eighteen (18) Thence south Three hundred and sixty three (363) feet to a stone Thence east one thousand and four (1004) feet Thence north Three hundred and sixty three (363) feet Thence west one thousand and two (1002) feet to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said D. Baughman and M. A. Baughman, his wife, 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 Two hundred Dollars

according to the terms of and certain Note this day executed and delivered by the said parties of the first part to the said part of of the second part:

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

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

Signed and delivered in presence of

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 26<sup>th</sup> day of October, A. D. 1893, before me, J. H. Bonebrake a Notary Public in and for said county and State, came D. Baughman and M. A. Baughman 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 Jan. 4<sup>th</sup> 1900.  
Recorded Oct. 28 A. D. 1893, at 5<sup>15</sup> o'clock P.M.

J. H. Bonebrake  
Notary Public,  
Register of Deeds.

The following is endorsed on original instrument  
The note herein described having been paid in full this mortgage  
is hereby released, and the lien thereby created, discharged  
At Witness my hand this 6<sup>th</sup> day of September A.D. 1903  
Roy B. Smith

Recorded Sept. 17<sup>th</sup> A.D. 1903  
A. W. Armstrong  
Register of Deeds  
By J. C. Lawrence  
Deputy

