

This Indenture, Made this 14<sup>th</sup> day of Dec in the year of our Lord one thousand eight hundred and ninety nine between Marion J. Kiddle & S. K. Kiddle her husband of Baldwin in the County of Douglas and State of Kansas of the first part, and Mary B. Schuchly of the second part,

Witnesseth, That the said part ies of the first part in consideration of the sum of Two hundred \$200 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part y 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 lots North one hundred & one (101) and one hundred & three (103) on Jersey street, in Baldwin City

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Marion J. Kiddle & S. K. Kiddle her husband, 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 except a mortgage of \$300 given to W. H. Webster

This grant is intended as a second Mortgage to secure the payment of the sum of Two hundred dollars \$200 according to the terms of One certain promissory note this day executed and delivered by the said Marion J. Kiddle & husband to the said part y of the second part: \$200 due and payable one year from date of Dec. 14<sup>th</sup>, 1901, with interest thereon at 8% per annum from date.

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 y 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 y 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the part y making such sale on demand to the said heirs and assigns.

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

Signed and delivered in presence of  
S. C. Kiddle (SEAL)  
S. C. Kiddle (SEAL)  
 STATE OF KANSAS, } SS.  
 County of Douglas (SEAL)

Be it Remembered, That on this 14<sup>th</sup> day of Dec, A. D. 1899, before me, S. C. Kiddle, a Notary Public in and for said county and State, came Marion J. Kiddle and S. Kiddle 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 July 9<sup>th</sup> 1902 S. C. Kiddle Notary Public.

Recorded December 15 A. D. 1899, at 8 o'clock A.M. W. H. Soxman Register of Deeds.

The following is a true and correct copy of the original instrument  
 The note herein described having been paid in full this mortgage  
 is hereby released and the lien hereby created discharged  
 As witness my hand this 21 day of April A.D. 1901  
Mary B. Schuchly  
Reg. of Deeds  
 Recorded April 23<sup>rd</sup> 1901. W. H. Soxman  
Register of Deeds