

JOURNAL OF THE COURTS, ETC.

This Indenture, Made this 1<sup>st</sup> day of May in the year of our Lord one thousand eight hundred and ninety Nine hundred between Mary L. Cole and C. A. Cole her husband of Baldwin in the County of Douglas and State of Kansas of the first part, and Samuel Gardner of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of One hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell, 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: Block number ninety three "93" entire in the Town-ship of Calumet in said county now known as in Baldwin City State of Kansas. Also Lot No. "73" on High Street Baldwin City, Kas.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Mary L. Cole and C. A. Cole her husband do as hereby covenant and agree that at the delivery hereof that 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 One hundred and fifty \$150 Dollars according to the terms of One certain promissory note this day executed and delivered by the said Mary L. Cole and C. A. Cole 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 of 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 of 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 of making such sale on demand to the said first parties 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

J. H. Price

Mary L. Cole (SEAL.)

C. A. Cole (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas County } SS.

Be it Remembered, That on this 1<sup>st</sup> day of May, A. D. 1890, before me, J. H. Price a Justice of the Peace, a Notary Public in and for said county and State, came Mary L. Cole and C. A. Cole 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 J. H. Price

Recorded May 2<sup>nd</sup> A. D. 1890, at 11<sup>30</sup> o'clock A. M. Justice of the Peace

L. H. Dorman  
Register of Deeds.

The following is endorsed on the original instrument.  
\$150. on April 25<sup>th</sup> 1904. Received of C. A. Cole and wife the within named mortgage the sum of One hundred & fifty and no Dollars in full satisfaction of the within mortgage.

Samuel Gardner.

Recorded April 25<sup>th</sup> 1904.  
W. W. Dorman,  
Register of Deeds.