

This Indenture, Made this 28th day of August in the year of our Lord one thousand eight hundred and ninety Nine between Della Gilman a widow

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 of the first part in consideration of the sum of

One hundred \$100.

DOLLARS, to her duly paid, the receipt

of which is hereby acknowledged, ha X sold and by these presents do grant, bargain, sell and mortgage to the said part 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: Lot No. One hundred & seventy (170) to Nos. One hundred & eighty, eighty seven Nos. Inclusive on Chapel Street, in Baldwin City, according to the recorded plat thereof.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Della Gilman a widow do hereby covenant and agree that at the delivery hereof that she is 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 One hundred Dollars \$100.

according to the terms of One certain promissory note this day executed and delivered by the said Della Gilman to the said part of the second part: Due & payable one yr. from Aug. 28th, 99. with interest at 8% from the 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 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 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 of making such sale on demand to the said Della Gilman, her heirs and assigns.

In Witness Whereof, The said part of the first part, ha X hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

S. E. Kidder

Della Gilman (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 28 day of Aug., A. D. 1899, before me, S. E. Kidder a Notary Public in and for said county and State, came Della Gilman a widow

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 9th 1902

S. E. Kidder Notary Public.

Recorded May 12th A. D. 1900, at 10³⁰ o'clock A.M.

G. A. Norman Register of Deeds.

The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage is hereby released, and the loan thereby created discharged. Witness my hand, this 22nd day of May A.D. 1901
Samuel Gardner

Recorded Dec. 4th 1901
G. A. Norman,
Register of Deeds
By Nellie H. Sopeman,
Deputy

