

JUN 16, 1890

This Indenture, Made this 30<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and ninety Between Mary S. Melville & E. W. Melville her husband of the township of Cudora in the County of Douglas and State of Kansas of the first part, and E. B. Baker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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 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 The northwest quarter (1/4) of section seven (7) in Township Fourteen (14) of Range Twenty one (21) in Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 Six hundred dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part: Payable two years after date with interest thereon according to the terms of said note & coupons thereto attached.

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 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 costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party of the first part their heirs and assigns.

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

Sealed  
Signed and delivered in presence of

Mary S. Melville (SEAL.)  
E. W. Melville (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 10 day of December, A. D. 1890, before me, A. S. Richards a Notary Public in and for said county and State, came Mary S. Melville & E. W. Melville 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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires March 10 1901 A. S. Richards  
Notary Public

Recorded Dec. 11 A. D. 1890, at 2 o'clock P. M.

A. H. Doorman  
Register of Deeds

The following is Enclosed on the 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 31<sup>st</sup> day of Dec. A.D. 1900.

E. B. Baker, Executor E. Counsel.  
And also only surviving heirs of  
E. B. Baker, deceased.

Recorded Jan 2<sup>d</sup> 1901  
A. W. Connersburg,  
Register of Deeds