

executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and
affixed my official seal on the day and year last above written,
Geo. A. Banks

Geo. A. Banks

Notary Public,

Commission expires Dec. 15, 1884.

Recorded February 1st 1883 at 12 O'clock - m. (1111)

Almondo
Requiter de Leed.

This Indenture Made this thirtieth day of January in the year of our Lord one thousand eight hundred and eighty three between Charles S. Hogan and Minnie M. Hogan his wife of Baldwin in the County of Douglas and State of Kansas of the first part and C. E. Sweet of the second part;

Witnesseth-That the said parties of the first part in consideration of the sum of Five 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 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. 31, 32, 33, + on Eighth-Street and 31, 32nd 33 on Ninth-Street
Baldwin City, Kansas, with the appurtenances and all the estate
title and interest of the said parties of the first part therein. And the
said, Charles S. Hogan and Minnie B. Hogan do hereby covenant and
agree that at the delivery hereof they were the lawful owners of the
premises ~~for~~ 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 Five hundred dollars according to the terms of a certain promissory note this day executed and delivered by the said Charles B. Hogan to the said party of the second part; and this conveyance shall be void if such payment 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 shall become due and payable and it shall be lawful for said party 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 party of the second part his executors

Recorded Sept 8th 1883 at 5 P.M.

~~Old~~ Monmouth Register of Deeds