

of Acknowledgment is genuine, and that the said instrument is executed and acknowledged, <sup>according</sup> to the Laws of the State of New York.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County, this 17 day of April A.D. 1923.

L.S.

John H. Quackenbush.---Clerk.

Recorded May 5, 1923

At 1:35 o'clock P.M.

*John C. Wellman*  
Register of Deeds.

M O R T G A G E

THIS INDENTURE Made this 20 day of February in the year of our Lord nineteen hundred Twenty Three between Joseph L Bristow and Margaret Bristow his wife W.M.Bristow single Bertha Wickham and W.H.Wickham her husband and Hattie B Hedges a widow of Baldwin in the County of Douglas and State of Kansas of the first part and The Baldwin City Cemetery Company of Baldwin City Kansas 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 its successors and assigns forever all that tract <sup>or parcel</sup> of land situated in the County of Douglas <sup>and State of Kansas</sup> and described as follows to-wit:

LOTS Numbered Twenty Three (23) Twenty Four (24) and Twenty Five (25) on Fifth Street Baldwin city County and State aforesaid 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 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.

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 note this day executed and delivered by the said parties of the first part to the said party of the second part due in five years with Six per cent interest payable semi annually and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 its successors and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law and out of all the moneys arising from such sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and over plus if any there be shall be paid by the party making such sale <sup>on demand</sup> to said parties of the first part <sup>their</sup> heirs and assigns.

IN WITNESS WHEREOF The said parties of the first part have hereunto set their hands and seals the day and year first above written.

MARGARET H BRISTOW  
W.H.WICKHAM  
HATTIE B HEDGES

JOSEPH L BRISTOW  
W.M.BRISTOW  
BERTHA B WICKHAM

See release see book 97 page 94