

The following is endorsed on the original instrument -
The within mortgage is paid and fully satisfied
Jan 15, 1890

Recorded January 18th 1890
David Hager by
P.B. Sell agent for collection
Anne Brooks Register of Deeds

Volume 31, Book 37, Page 177

This Indenture, made this second day of October in the year of our Lord one thousand eight hundred and eighty six between John P. Hammond and Mary E. Hammond his wife in the County of Douglas and State of Kansas, of the first part, and David Hager of the same place of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six hundred and fifty 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: East half of South East quarter (1/4) of section Twenty three (23) in Township fourteen (14) of Range nineteen (19) Containing Eighty acres, more or less.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John P. Hammond and Mary E. Hammond do both hereby covenant and agree that at the delivery hereof they were 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 and fifty Dollars, according to the terms of one certain note of hand this day executed and delivered by the said John P. Hammond and Mary E. Hammond 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 the 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, administrators or assigns; 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 the surplus if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part or their heirs and assigns.