

18650 Nov 9 1892 - Record of John A. Hawley she with in named mortgage
for sum of Six hundred fifty dollars in full satisfaction of the within mortgage
J. J. Torne By

Recorded November 9th 1892
J. J. Torne Clerk
Hawley Torne Mrs. Hawley in full

This Indenture, Made this 30th day of Oct in the year of our Lord one thousand eight hundred and eighty eight between John A. Hawley & Amanda J. Hawley husband and wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and W. J. Torne Newton Mass of the second part:

Witnesseth That the said parties of the first part, in consideration of the sum of Six hundred and fifty 650 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:

Tracts Nos. Thirty-one (31) Thirty-Two (32) Thirty-Three (33) and the South Four (4) Part of Thirty, on Eighth Street and Nos. Thirty-one (31) Thirty-Two (32) Thirty-Three (33) and the South Four (4) Part of Thirty, on Ninth Street in Baldwin City, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John A. Hawley and wife do hereby warrant 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, and that they will warrant and defend the same against all claims whatsoever. This Grant is intended as a Mortgage to secure the payment of the sum of Six hundred and fifty 650 Dollars according to the terms of one certain promissory note in this day executed by the said John A. Hawley and wife to the said party of the second part. Said note being given for the sum of Six hundred and fifty 650 Dollars dated Oct. 30th 1888 due and payable in five years from the date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is herein after specified.

And the said party of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee in the sum of Twelve hundred 1200 Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the Taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of twelve per cent. per annum. But if default be made in such payments