

MORTGAGE RECORD

P. T. Foley, Print Book Manufacturer, Lawrence, Kas.

This Indenture, Made this 22<sup>nd</sup> day of December in the year of our Lord one thousand eight hundred and eighty eight eight between James H. Hook Unmarried of Lawrence in the County of Douglas and State of Kansas of the first part, and David P. Bond of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of Six hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has s sold and by these presents do grant, bargain, sell and mortgage to the said part y 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 Eighteen (18) Block No Eight (8) Lawrence Kansas Addition to City of Lawrence

Pr Mortgage is given to secure the payment of a portion of the purchase money for said premises with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said James H. Hook doth hereby covenant and agree that at the delivery hereof he is 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 and no Dollars

according to the terms of Three (3) certain promissory Notes this day executed and delivered by the said James H. Hook to the said part y of the second part: payable \$200.00 before one year from date, \$200.00 on or before two years from date, and \$200.00 on or before three years from date with interest at the rate of eight percent per annum payable at the National Bank of Lawrence Kansas.

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 part y 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 part y of the second part his 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 of making such sales, and the overplus, if any there be, shall be paid by the part y making such sale on demand to the said James H. Hook his heirs and assigns.

In Witness Whereof, The said part y of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

James H. Hook (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 22<sup>nd</sup> day of December, A. D. 1888, before me, Alfred Whitman, a Notary Public in and for said County and State, came James H. Hook unmarried

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 set my hand and affixed my official seal on the day and year last above written.

My commission expires January 17 1891.

Alfred Whitman Notary Public.

Recorded Dec 22 A. D. 1888, at 4<sup>20</sup> o'clock P. M.



James Brooks  
Reg. later of Deeds

The following is endorsed on the original instrument  
The 16th of June 1891 having been paid in full this Mortgage is hereby released, and the lien hereby created discharged. As witness my hand this 20th day of May A.D. 1891.  
Recorded May 20th 1891  
James Brooks  
Register of Deeds