

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 26 day of January in the year of our Lord one thousand eight hundred and ninety one (1891) between Ella M. Hibbard and A. W. Hibbard her husband formerly Ella M. Shull of North Lawrence in the County of Douglas and State of Kansas of the first part, and Allen A. Hicks of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred (\$200) 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 Seven (7) in Addition No One (1) Rhode Island Street North Lawrence in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Ella M. Hibbard and A. W. Hibbard do hereby covenant and agree, at the delivery hereof <sup>that</sup> they are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred (\$200.00) Dollars according to the terms of one certain Note this day executed and delivered by the said Ella M. Hibbard and A. W. Hibbard to the said party of the second part: Five years after date with the privilege of paying on or after three years, 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 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 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 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 party making such sale on demand to the said Ella M. Hibbard her heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

L. A. SteeleElla M. Hibbard

(SEAL.)

A. W. Hibbard

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 26 day of January, A. D. 1891, before me L. A. Steele, a Notary Public in and for said County and State, came Ella M. Hibbard and A. W. Hibbard her husband to me personally known to be the same persons 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 June 15 1894 L. A. Steele

Notary Public.

Recorded Jan 26 A. D. 1891, at 9 o'clock A M.James Brooke

Register of Deeds

The following is indorsed on the original instrument:  
The notes herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.  
At witness my hand this 14 day of August A.D. 1893.  
Allen A. Hicks

Recorded August 14th 1893  
James Brooke