

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this tenth day of March in the year of our Lord one thousand eight hundred and ninety one between Henry N. Hungerford and Frances Hungerford his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Lucy J. Field of Philadelphia, Pennsylvania 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 her 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 One Hundred and Eleven (111) on Kentucky street in the City of Lawrence, according to the published plat of said City, being the homestead of the said parties of the first part, and said parties of the first part agree that during the continuance of this loan they will keep the building on said premises insured for the benefit of said party of the second part in the sum of Six Hundred Dollars

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 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

This grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars in two years from date, with interest at the rate of 8 percent per annum payable semi-annually according to the terms of a certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part

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, her 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, her 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 parties of the first part, their 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.

Signed and delivered in presence of

Henry N. Hungerford (SEAL)
Frances Hungerford (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this tenth day of March, A. D. 1891, before me Wm. J. Sinclair, a Notary Public in and for said County and State, came Henry N. Hungerford and Frances Hungerford his wife 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 September 11 1892 Wm. J. Sinclair Notary Public
Recorded March 10 A. D. 1891, at 4 o'clock P M.

James Brooks Register of Deeds

The following is endorsed on the original instrument
The notes herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged
As witness my hand this 4 day of April A. D. 1891
Lucy J. Field per atty in fact

Recorded April 4-1891

James Brooks, Register of Deeds

500
L. J.

The following is endorsed on original instrument