

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this twelfth day of March in the year of our Lord one thousand eight hundred and ninety one between Abner B. Hoad and Alice L. Hoad his wife of Kansas City in the County of Jackson and State of Missouri of the first part, and J. O. Rankin of Secompton Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of two hundred and eighteen 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 Numbered Twenty-nine (29) Thirty (30) Thirty-one (31) Thirty-two (32) and Thirty-three (33) in Block Numbered Twenty-one (21) in the City of Secompton according to the recorded Plat thereof

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Abner B. Hoad and Alice L. Hoad do hereby covenant 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

This grant is intended as a Mortgage to secure the payment of the sum of two hundred and eighteen dollars and the interest thereon according to the terms of one certain promissory note this day executed and delivered by the said Abner B. Hoad to the said party of the second part: calling for two hundred and eighteen dollars due twelve months after date and with interest at the rate of eight per cent per annum from date

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 Abner B. Hoad and Alice L. Hoad their 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

Abner B. Hoad (SEAL.)
Alice L. Hoad (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS,

County of Douglas } ss.
County of Douglas

Be it Remembered, That on this 12th day of March, A. D. 1891, before me J. H. Bonebrake, a Notary Public in and for said County and State, came Abner B. Hoad and Alice L. Hoad

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 Jan 7 1892Recorded March 28th A. D. 1891, at 8⁴⁵ o'clock A. M.

Notary Public,

Register of Deeds