

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 3th day of April in the year of our Lord one thousand eight hundred and ninety on Henry N. Hungerford and Frances Hungerford his wife between Lawrence of Douglas in the County of Douglas and State of Kansas of the first part, and C. S. Hungerford of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six Hundred (\$600) 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. One Hundred and Eleven (111) Kentucky Street 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 Henry N. Hungerford and Frances Hungerford do hereby covenant and agree at the delivery hereof that 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 (\$600) according to the terms of one certain Note this day executed and delivered by the said Henry N. Hungerford to the said party of the second part: Payable in three years after date with interest at 6% per annum payable annually Said first party reserves the privilege of paying \$100 or any multiple thereof at any time

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 Henry N. Hungerford 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 3th day of April, A. D. 1891, before me, 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 June 18 1891 S. I. Steele Notary Public.
 Recorded April 3 A. D. 1891, at 1 o'clock P. M.

James Brooks Register of Deeds

The following was indorsed on the original instrument
 The note herein described having been paid in full this mortgage is hereby released, and the lien thereby created discharged.
 At witness my hand this 20th day of August A.D. 1898

C. S. Hungerford

Recorded August 20-1898

G. D. Loxman Register of Deeds

By H. C. Steele