

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifth day of June in the year of our Lord one thousand eight hundred and Ninety one between Ezra B. Hook and Sarah Ellen Hook his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and M. L. Hopkins of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred and fifteen 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: Lots No. (24) Twenty four (25) Twenty five (36) Thirty six (37) Thirty seven and the South half of Lot 36 Thirty eight in addition No. 11 North Lawrence in the City of Lawrence

with all the appurtenances, and all the estate, title, and interest of the said party of the first part therein. And the said Ezra B. and Sarah Ellen Hook 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 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 One Hundred and fifteen Dollars according to the terms of one certain Mortgage Note this day executed and delivered by the said Ezra B. and Sarah Ellen Hook their 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 Ezra B. and Sarah Ellen Hook 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

Ezra B. Hook (SEAL.)  
Sarah Ellen Hook (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this Fifth day of June, A. D. 1891, before me Alfred Deichmann a Notary Public in and for said County and State, came Ezra B. Hook, Sarah Ellen Hook 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 Jan 23rd 1895 Alfred Deichmann Notary Public.  
Recorded Aug 5 A. D. 1891, at 4 o'clock P. M.

James Brooks Register of Deeds

*The following is indorsed on the original instrument  
The parties herein described having been paid in full this mortgage  
is hereby released and the lien thereby created discharged  
At witness my hand this 11 day of August A. D. 1892  
Mary L. Hopkins*

*Recorded August 11th 1892  
James Brooks  
Register of Deeds*

*(L. B.)*