

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this the first day of August in the year of our Lord one thousand eight hundred and Ninety one between Charles H. Hones and Harriett Hones his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Alice Wynne and Helen Wynne of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Two Hundred and fifty 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 parties of the second part their 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: Begin Two Hundred and 30 feet North of intersection of North line of Perry Street produced West and West line of Illinois Street produced South from the City of Lawrence North fifty (50) feet West One Hundred and Seventeen (117) feet South fifty (50) feet East One Hundred and Seventeen (117) feet to beginning.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles H. Hones and Harriett Hones 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 Insurance in favor of Mortgage in sum of Two Hundred and fifty Dollars.

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred and fifty Dollars according to the terms of One certain Not and four Coupons this day executed and delivered by the said Charles H. Hones and Harriett Hones to the said parties of the second part: their heirs or assigns

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 parties of the second part their 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 parties of the second part their 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 Charles H. Hones 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

John M. Newlin

Charles H. Hones (SEAL.)
Harriett Hones (SEAL.)
mark (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 10 day of August, A. D. 1891, before me, a Notary Public in and for said County and State, came Charles H. Hones and Harriett Hones 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 April 28 1895 John M. Newlin Notary Public.
 Recorded Aug 10 A. D. 1891, at 5 o'clock P. M.

James Brooks Register of Deeds

The following is indorsed on the original instrument
 \$250.00 Aug 26th 1899
 Received of Mortgagee the within named Mortgagee the sum of
 Two Hundred fifty and no Dollars in full satisfaction of the within Mortgage
 Mrs. Harriett C. Hones

Recorded Aug 26th 1899
 Assigned See Book 31 Page 393
 Register of Deeds

