

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this sixth day of October in the year of our Lord one thousand eight hundred and ninety one between J. M. Hammond and Julia A. Hammond of Missouri in the County of Douglas and State of Kansas of the first part, and S. D. Anderson of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 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: West half of North East fourth of Section three Township fourteen Range Twenty containing Eighty Acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. M. and Julia A. Hammond 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 Three Hundred dollars (\$300.00) according to the terms of one certain Promissory Note this day executed and delivered by the said J. M. Hammond wife to the said party of the second part: Payable five years from date with interest at 10% per annum payable semi-annually with the privilege of paying principal at the end of any or each payment of interest.

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 J. M. and Julia A. Hammond 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

James M. Hammond (SEAL.)
Julia A. Hammond (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 7 day of October, A. D. 1891, before me Joseph Pittman, a Notary Public in and for said County and State, came James M. Hammond and Julia A. Hammond 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 Dec - 9 - 1893 Joseph Pittman Notary Public.
 Recorded Oct - 16 - A. D. 1891, at 10:20 o'clock A. M.

James Brooks Register of Deeds

The following is indorsed on the original instrument:
 \$300. Above Series May 11 1894. Received of J. M. Hammond and Julia A. Hammond the sum of Three Hundred dollars
 secured by this mortgage. The within named Note for the sum of Three Hundred dollars
 in full satisfaction of the within mortgage
 S. D. Anderson

Recorded June 10th 1894
James Brooks Register of Deeds