

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this twentieth day of January in the year of our Lord one thousand eight hundred and ninety two between Rachel E Hughes and Joseph R Hughes her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and E J Parker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, had 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: Lots number Five (5) Six (6) Eleven (11) and Twelve (12) all in Block No One (1) in Cransons Sub-division of Block No Fifteen (15) of Babcock Enlarged addition to the City of Lawrence in said County and State according to the plat of said Sub-division.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 that the same is their homestead property.

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred and fifty dollars according to the terms of one certain coupon promissory note this day executed and delivered by the said Rachel E Hughes and Joseph R Hughes to the said party of the second part: due and payable in two years after date and bearing interest at seven percent per annum payable semi-annually.

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, appraisal 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 Rachel E Hughes her heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Rachel E Hughes (SEAL.)  
Joseph R Hughes (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas County

Be it Remembered, That on this 20th day of January, A. D. 1892, before me Joseph E Riggs a Notary Public in and for said County and State, came Rachel E Hughes and Joseph R Hughes her husband to me personally known to be the same person(s) 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 March 6th 1892 Joseph E Riggs Notary Public.  
Recorded January 20th A. D. 1892, at 10:00 o'clock A. M.

James Brooks Register of Deeds

The following is entered on original instrument  
\$5.50 =  
Received of Rachel E Hughes and Joseph R Hughes (husband) the sum of Five Hundred and fifty Dollars in full satisfaction of the within mortgage

Recorded Aug 7, 1894 at 11:00 o'clock P.M. James Brooks Register of Deeds

(For assignment of this mortgage see book 95 page 376)