

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 Sophia Hoene, a widow of Lawrence in the County of Douglas and State of Kansas of the first part, and W. R. Carter of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Seven Hundred DOLLARS, to her 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. Sixty-four (64) on Kentucky Street in the City of Lawrence in the County and State aforesaid according to the plat of said City

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree, at the delivery hereof she is the lawful owner 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 Seven Hundred dollars

according to the terms of one certain promissory note hereof to the said party of the second part his heirs and assigns on or before five years after date at the Merchants National Bank in Lawrence Kansas.

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 Sophia Hoene her heirs and assigns.

In Witness Whereof, The said party of the first part, have hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Sophia Hoene (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 22^d day of January, A. D. 1892, before me Joseph E. Riggs, a Notary Public in and for said County and State, came Sophia Hoene a widow

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 March 6 1892

Joseph E. Riggs

Notary Public.

Recorded January 25 A. D. 1892, at 9:00 o'clock A. M.

James Brooks

Register of Deeds

Received of Sophia Hoene the within named mortgage on the sum of seven hundred and sixty and 00/100 Dollars in full satisfaction of the within mortgage
 W. R. Carter
 April 14th 1897
 \$760.00
 The following is indicated as Original Instrument

Recorded April 15th 1897

Signed and delivered in presence of
 Joseph E. Riggs

Lawrence