

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty Second day of April in the year of our Lord one thousand eight hundred and ninety two between Thomas Hartup and Elizabeth D. Hartup wife of Decompton 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 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: Lots Five (5) Six (6) and Seven (7) in Block Eighteen Decompton Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Thomas Hartup and Elizabeth D. Hartup 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 Property to be insured in favor of Mortgage in the sum of Five hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollars according to the terms of One certain Note in coupons this day executed and delivered by the said Thomas Hartup and Elizabeth D. Hartup to the said party of the second part: his 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 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 Thomas Hartup his 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

John M. Newlin

Thomas Hartup  
Elizabeth Hartup

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 22 day of April, A. D. 1892, before me John M. Newlin, a Notary Public in and for said County and State, came Thomas Hartup and Elizabeth Hartup 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 25 1895

John M. Newlin

Notary Public.

Recorded May 11 A. D. 1892, at 2<sup>30</sup> o'clock P. M.

James Brooks

Register of Deeds

The following was returned on the original instrument  
The note herein described having been paid in full this 17th day of April A.D. 1900.  
is hereby released and the said property created discharged  
As witnesses my hand this 17th day of April A.D. 1900.  
John B. Broughton Clerk  
of said County of Douglas  
Signature of Clerk of County  
Recorded April 17th 1900.  
John M. Newlin  
Notary of Deeds  
(For assignment see Book 25 page 5114)