

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 21st day of July in the year of our Lord one thousand eight hundred and ninety two between James H. Hamlin and Eliza M. Hamlin his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and N. A. Peairs of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 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 Numbers Eleven (11) and Thirteen (13) on Ohio Street in the City of Lawrence in said County and State

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James H. Hamlin and Eliza M. Hamlin 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 and fifty dollars according to the terms of one certain promissory note this day executed and delivered by the said Parties of the first part to the said party of the second part: payable five years after date with 7% of interest according to coupons attached to note

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 party of the first part or their heirs and assigns. The party of the first part reserves the right to pay principal money and interest then due at end of three years.

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

Hugh Blair

James H. Hamlin
Eliza M. Hamlin

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 21st day of July, A. D. 1892, before me Hugh Blair, a Notary Public in and for said County and State, came James H. Hamlin and Eliza M. Hamlin his wife 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 28th Decr - 1893

Recorded July 25 A. D. 1892, at 11⁵⁵ o'clock A. M.

Notary Public.

Register of Deeds

The following is endorsed on the original instrument
The note secured by this mortgage having been paid and satisfied in full
therefor this mortgage is discharged this 6th October 1893
N. A. Peairs

Recorded Oct 10th 1893
James Brooks
Register of Deeds

