

This Indenture, Made this 23 day of September in the year of our Lord, one thousand eight hundred and ninety three between Nellie M. Hogan formerly Nellie M. Campbell and Eugene Hogan her husband of Lawrence in the County of Douglas and State of Kansas, of the first part and Samuel Marks of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One Hundred \$100 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: Lot No One Hundred and Sixty (160) Rhode Island Street in the city of Lawrence with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein and the said Nellie M. Hogan and Eugene Hogan do hereby covenant and agree that 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 One Hundred Dollars (\$100) according to the terms of One certain Note this day executed and delivered by the said Nellie M. Hogan & Eugene Hogan to the said party of the second part: payable in one year with interest at ten per cent 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, appraisement hereby waived or not at the option of the party of the second part his executors, administrators, or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said Samuel Marks 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, sealed & delivered in the presence of

Chas. N. Chapin as to

Eugene Hogan

State of Kansas.

County of Douglas } ss

Nellie M. Hogan (seal)

Eugene Hogan (seal)

Be it Remembered, That on this 25 day of September A.D. 1893 before me J. A. Steele a Notary Public in and for said County and State came Nellie M. Hogan

The following is introduced on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released, and the lien hereby created discharged.
As Witness my hand, this 14th day of Oct. A.D. 1897
Samuel Marks

Recorded October 25th 1897
J. A. Steele