

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Seventeenth day of October in the year of our Lord one thousand eight hundred and ninety two between John Vilmore and L. C. Vilmore, husband and wife of Douglas in the County of Douglas and State of Kansas of the first part, and Almirag Hoyt of Cambridge, Washington County New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One thousand eight 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, her 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: The north one half of the northeast quarter of Section two (2) in town ship thirteen (13) South, of range twenty (20) East of the 6th P.M. containing in all eighty (80) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Vilmore and L. C. Vilmore 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 thousand eight hundred dollars (\$1800.00) according to the terms of one certain bond or promissory note this day executed and delivered by the said John Vilmore and L. C. Vilmore to the said party of the second part: payable in six years from this date and 5 coupons or interest notes for \$126.00 each each for 1 year interest on said amount, attached to and made part of said bond or 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, her 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, her 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 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 parties of the first part or to their heirs and assigns.

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

A. Y. NagerJohn Vilmore
L. C. Vilmore

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 17th day of October, A. D. 1892, before me A. Y. Nager, a Notary Public in and for said County and State, came John Vilmore and L. C. Vilmore, husband and wife 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 May 22nd 1896.Recorded Oct 17 A. D. 1892, at 2 o'clock P.M.

Notary Public.

Register of Deeds.

The following is indorsement on the original instrument
In consideration of full payment of the within Mortgage
I hereby release the said this 8th day of November 1899.
Almirag J. Hoyt.
In presence of
Henry C. Ray Notary Public
Recorded January 24th 1900. G. B. Boxman Register of Deeds.



A. Y. Nager
James Brooks