

JOURNAL CO., LAWRENCE, KAN.

I, James E. Brooks, Clerk of the District Court of Douglas
 County, Kansas, do hereby certify that a Indenture of Foreclosure of the mort-
 gage herein recorded was made by said Clerk on Court on the 22 day of January,
 A.D. 1893, and that the same is duly recorded in Journal 62 at page 229.
James E. Brooks
 Clerk of the District Court
 January 22, 1893
 Witness my hand this 10 day of January, 1893.

This Indenture, Made this 15th day of February in the year of our Lord one thousand eight hundred and ninetythree between Arnold Hammig and Carrie Hammig his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and George S. Gilmore of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Two Thousand 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 part 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: Beginning at the south west corner of the North 1/4 of the South East quarter of Section 2, Township 12 South of Range 20 East and running East 143 ft. thence North 05° 11' East 626 ft. thence North 84 1/2 ft. to the half line of said Section the nee South 05° East along said line 636 ft. to the point of beginning containing 12 1/2 acres more or less, variation 8 1/2' east. Also all that part of the South 1/4 of the South East quarter of Section 2, Township 12 of Range 20 lying north of the Kansas Pacific Railway and west of the Lawrence Branch of the Kansas Pacific Railway containing 33 acres more or less, being however all that part of said tract of land situated instead of County and City described as follows,即 from a point on the west line of the South 1/4 of the South East quarter of Section 2, Township 12, Range 20, 600 ft. west of the right of way of the Lawrence Branch of the Kansas Pacific Railway running West along said line 94 1/2 ft. thence South 05° 11' East 715 ft. to a point on the South line of the South 1/4 of the South East quarter of Section 2, Township 12, Range 20, 600 ft. from the right of way of said railway, thence North 05° 11' East 111 ft. along said line to a point of way 103 ft. thence South 05° 11' East 34 ft. to the right of way of said railway, thence North 05° 11' East 111 ft. along said line to a point of way 103 ft. thence on a curved line along said right of way 103 ft. to a point of way 103 ft. to the point of beginning 12 1/2 acres more or less, variation 8 1/2' east. And the said with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said do hereby covenant and agree that at the delivery hereof that they 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

Two Thousand Dollars

according to the terms of Our certain promissory this day executed and delivered by the said Arnold Hammig and Carrie Hammig his wife to the said party of the second part; Said note drawn in the amount of Two thousand Dollars payable in five years, with interest at the rate of 7 1/2 per annum, payable 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 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 Arnold Hammig his wife heirs and assigns.

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

Signed and delivered in presence of

N. C. Spangler

Arnold Hammig

(SEAL.)

Carrie Hammig

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas { ss.

Be it Remembered, That on this 15 day of February, A.D. 1893, before me

N. C. Spangler, a Notary Public in and for said County and State, came Arnold Hammig and Carrie Hammig 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 Aug 14 1894
Recorded Feb 15 A.D. 1893, at 3 o'clock P.M.

N. C. Spangler

Notary Public.

James Brooks

Register of Deeds.