JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 6th day of January in the year of our Lord one thousand eight hundred and ninety three between Jacob Hamming and Barbara Hamming, his wife of in the County of Leavenworth and State of Kansas of the first part, and J. Haviland Haight, of Poughkeepsie, New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty three 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 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: The West half of Section No Twenty two (22), the North East quarter of the North East quarter of Section Twenty two (22), and the North West quarter of Section No Twenty three (23), All in township No Twelve (12) South, of Range No Twenty (20) East of the 6th P.M., containing 220 acres of land, more or less, except right of way of railroad, and being conveyed of Grantors, also the following described land in Douglas County, Kansas: All that portion of the East half of Section No Twenty one (21), in township No Twelve (12) South, of Range No Twenty (20) East of the 6th P.M. lying East of Leavenworth Branch of Kansas Pacific Railway, and South of Kansas Pacific Railway, containing 83 146-100 acres of land, more or less; Grantors agree to maintain $3500 insurance upon the building now or to be erected on said land during the existence of the loan, for benefit of Grantee, his heirs and assigns with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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, and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Twenty three Thousand Dollars, being part purchase money of above described premises according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in ten years from date, with interest from date to maturity or default, as evidenced by coupons attached to said note, and interest after maturity or default, at the rate of ten per cent per annum, until fully paid

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 parties of the first part, 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

Jacob Hamming (SEAL.)
Barbara Hamming (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 11th day of February, A. D. 1895, before me L. A. Wight a Notary Public in and for said County and State, came Jacob Hamming and Barbara Hamming, his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

L. D.

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 21 1895 L. A. Wight Notary Public.

Recorded Feb 21 A. D. 1895, at 10 30 o'clock A M. James Booth Register of Deeds.

(For Partial Release See Book 37 Page 560)