

This Indenture, Made this 27<sup>th</sup> day of April in the year of our Lord one thousand eight hundred and ninety three between Andrew Hatfield and Phebe Hatfield his wife of Leconington in the County of Douglas and State of Kansas of the first part, and H. O. Johnson of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 numbered Forty five (45), Forty Six (46), Forty seven (47) and Forty eight (48) in Block numbered Twenty (20) in the City of Leconington according to the recorded plat thereof

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Andrew Hatfield and Phebe Hatfield 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 Two Hundred and fifty dollars and the interest thereon according to the terms of two certain promissory notes this day executed and delivered by the said Andrew Hatfield to the said party of the second part: one note calling for Two Hundred dollars due eight months after date and one calling for Fifty dollars and due twelve months after date both to draw eight per cent interest per annum from date

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 Andrew Hatfield heirs and assigns.

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

Signed and delivered in presence of

J. H. Bonbrake  
J. M. Hatfield

Andrew Hatfield (SEAL)  
Phebe Hatfield (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 27<sup>th</sup> day of April, A. D. 1893, before me J. H. Bonbrake, a Notary Public in and for said County and State, came Andrew Hatfield and Phebe Hatfield his 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 Jan 4<sup>th</sup> 1896  
Recorded April 28<sup>th</sup> A. D. 1893, at 8<sup>45</sup> o'clock a. M.

J. H. Bonbrake Notary Public.  
James Brooks Register of Deeds.

The following is endorsed on the original instrument  
In consideration of full payment of the within mortgage,  
I hereby release the same this 17<sup>th</sup> day of March 1894  
H. O. Johnson

Recorded March 17<sup>th</sup> 1894  
James Brooks

Register of Deeds

The following is endorsed on the original instrument