

JOURNAL CO. LAWYER KAN

This Indenture, Made this tenth day of August in the year of our Lord one thousand eight hundred and ninety three between F. H. Hodder & Florence M. Hodder his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and S. C. Spangler of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five 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 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: South half (1/2) of Lots No two (2) and Eleven (11) and the North Nine-twentieth (9/20) of Lots Nos three (3) and ten (10) all in Block No two (2) in Quad Addition to the City of Lawrence, said County & State

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said F. H. Hodder and Florence M. Hodder 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 Five Hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said F. H. Hodder & Florence M. Hodder to the said party of the second part payable on or before two years from the date hereof, at the Douglas County Bank, Lawrence Kansas, with interest thereon from date at the rate of seven per cent per annum

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, ^{duly paid on the said premises} 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 F. H. Hodder & Florence M. Hodder 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
N. C. Spangler
F. H. Hodder (SEAL.)
Florence M. Hodder (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 10th day of August, A. D. 1893, before me N. C. Spangler, a Notary Public in and for said County and State, came F. H. Hodder and Florence M. Hodder, Husband & 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 August 15th 1894 N. C. Spangler Notary Public.
Recorded Aug 12 A. D. 1893, at 11²² o'clock M.

James Brooks
Register of Deeds.

Sept 8th 1893.
The notes secured by the mortgage herein recorded having been paid in full the said mortgage is hereby satisfied and the lien thereon discharged.
S. C. Spangler
By W. C. Spangler
His atty in fact.

James Brooks
Register of Deeds

