

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Tenth day of October in the year of our Lord one thousand eight hundred and ninety three between James H. Hamlin and his wife Eliza M. Hamlin of Lawrence in the County of Douglas and State of Kansas of the first part, and Almira Matthews of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three 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 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: Lots Eleven (11) and Thirteen (13) on Ohio Street in the City of Lawrence in said County of Douglas & State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said James H. Hamlin and his wife Eliza M. Hamlin do hereby covenant and agree that at the delivery hereof 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 Three Hundred and Fifty Dollars according to the terms of one certain Promissory Note this day executed and delivered by the said James H. Hamlin and his wife Eliza M. Hamlin to the said party of the second part: payable on or before five years after date with interest at the rate of 6 per cent per annum, said interest to be paid 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 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 Almira Matthews 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

James H. Hamlin (SEAL.)
Eliza M. Hamlin (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 10 day of October, A. D. 1893, before me a Notary Public in and for said County and State, came James H. Hamlin and Eliza M. Hamlin 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 June 18 1894
Recorded Oct 10 A. D. 1893, at 2 o'clock P. M.

J. J. Hule Notary Public.
James Brooks Register of Deeds.

The following is endorsed on the original instrument
Placed by the undersigned who are the only children and only heirs at law of -
Almira Matthews deceased. The note herein described having been paid in full, this mortgage is
hereby released, and the lien thereby created discharged. As witness our hands this 20th day of September A. D. 1900.
Jas. M. Matthews - Almira Matthews - Eliza M. Hamlin
David E. Matthews - Eliza M. Hamlin
Recorded Sept. 24 1900 -
J. J. Hule
Register of Deeds
By Billie B. Soper and Deputy