

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 30 day of October in the year of our Lord one thousand eight hundred and ninety three between John Hout and Minnie Hout his wife of the first part, and C. Y. Williams of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Four Hundred Seventy Five 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: Begin Five hundred fifty six (556) feet East of North West corner of North East quarter (1/4) of Section Twenty two (22) Township Thirteen (13) Range Eighteen (18) thence South One hundred ninety six (196) feet thence East seven hundred fifty two (752) feet thence North One hundred ninety six (196) feet thence West seven hundred fifty two (752) feet to the place of beginning Original lots 1 to 6 Blk 12 and 1 to 6 Blk 13 town of Clinton located

with all the appurtenances, and all the estate, title and interest of the said part 1st 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

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Seventy Five Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Parties of the first part to the said party of the second part: due in two years from date, with interest from date at the rate of 8 per cent per annum, payable annually 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 seal the day and year first above written.

Signed and delivered in presence of

Nelson EvansJohn Hout

(SEAL.)

Minnie Hout

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 30 day of October, A. D. 1893, before me T. C. Evans a Justice of Peace, a Notary Public in and for said County and State, came John Hout and Minnie Hout 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 18Recorded Oct 31 A. D. 1893, at 9<sup>30</sup> o'clock A. M.T. C. Evans, Justice of Peace

Notary Public.

James Brooks

Register of Deeds.

The following is recorded on the original instrument  
The note herein described having been paid in full this mortgage  
is hereby released and the lien thereby created discharged  
As witness my hand this 24 day of June 1897  
C. Y. Williams  
Recorded July 26th 1897  
James Brooks  
Register of Deeds