

**This Indenture.** Made this Fifteenth day of January in the year of our Lord one thousand eight hundred and ninety four between Thomas H. Hackley and Maggie Hackley wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Sarah E. Hooper of the second part,

**Witnesseth,** That the said party all of the first part in consideration of the sum of One hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have all sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part all 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 (1/2) of Lot Twenty five (25) in Addition Eleven (11) North Lawrence now Lawrence Kansas.

with all the appurtenances, and all the estate, title and interest of the said party all of the first part therein. And the said Thomas H. Hackley and Maggie Hackley 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 The house to be kept insured in favor of Mortgage in the sum of two hundred and fifty dollars

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and fifty Dollars according to the terms of One certain Note and its coupons this day executed and delivered by the said Thomas H. Hackley and Maggie Hackley to the said party of the second part: her heirs or assigns

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 all 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 all 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 Thomas Hackley heirs and assigns.

**In Witness Whereof,** The said party all of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

John M. Newlin

Thomas H. Hackley

Maggie Hackley

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered,** That on this 51 day of January, A. D. 1894, before me John M. Newlin, a Notary Public in and for said County and State, came Thomas H. Hackley and Maggie Hackley to me personally

known to be the same person 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 April 28 1895

Recorded Feb 6 A. D. 1894, at 9 <sup>30</sup> o'clock P M.

John M. Newlin

Notary Public.

James Brooks

Register of Deeds.

The following is endorsed on the original instrument  
The note herein described having been paid in full, the mortgage is hereby released and the lien discharged.  
Witness my hand Nov. 7/98  
Sarah E. Hooper  
Y. A. Sarman  
Register of Deeds  
Recorded Nov. 9, 1898, at 11<sup>00</sup> o'clock A. M.

