

JOURNAL CO., LAWRENCE, KAN.

For having received of Geo A Banks his wife and assigns his mortgage and the notes thereon delivered to John Hoover this 17<sup>th</sup> day of October A.D. 1898

the County of Douglas, State of Kansas, for the sum of one thousand eight hundred and ninety four dollars and no cents, to him to be paid by Joseph Lewis his attorney in fact & trustee of John Hoover and Susan Hoover, his wife, in full payment of the same, provided he has paid the same, and so forth.

Recorded October 17, 1898  
by J. L. Sorenson  
Register of Deeds

This Indenture, Made this 28<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety four, between John Hoover and Susan Hoover husband and wife, of the first part, and Geo A Banks his wife, of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand DOLLARS, to John Hoover 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: The North One hundred and Twenty (120) acre of the South East quarter of Section Twelve (12) in Township Fourteen (14) south of Range Eighteen (18) East of the 6<sup>th</sup> P. M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Hoover do hereby covenant and agree that at the delivery hereof he is the lawful owner 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 One thousand dollars five years after date with interest payable annually at the rate of seven and one half percent per annum, according to the terms of One certain promissory note this day executed and delivered by the said John Hoover and Susan Hoover to the said party of the second part: It being agreed that said Hoover may pay said note when annual interest is due. One hundred dollars or less multiple thereof on principal

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, appraisalment 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 of the second part his making such sale on demand to the said John Hoover, his 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*

Geo A Banks

John Hoover

(SEAL.)

Mrs J. L. Hoover

(SEAL.)

Susan Hoover

(SEAL.)

(SEAL.)

STATE OF KANSAS,  
County of Douglas County } ss.

Be it Remembered, That on this 28 day of February, A.D. 1897, before me Geo A Banks, a Notary Public in and for said County and State, came John Hoover and Susan Hoover husband and 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 Dec 1<sup>st</sup> 1896.

Recorded February 28<sup>th</sup> A.D. 1897, at 4<sup>th</sup> o'clock P.M.

Geo A Banks

Notary Public

The following is endorsed on the original instrument  
Received of John Hoover the balance on the within named mortgage the sum of \$1,000.00 plus seven dollars and 50 cents in full satisfaction of the within mortgage Alex Burks  
Recorded March 12, 1900.

Recorded March 12, 1900.  
Register of Deeds. By Allie W. Johnson, Deputy.