

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 29th day of May in the year of our Lord one thousand eight hundred and ninety four between E. L. House and Florence J. House his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Levi T. Hamilton of the second part,

Witnesseth, That the said party all of the first part in consideration of the sum of Twelve 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: lot 12 (12) and the South Twenty Five (25) feet of lot 16 (16) all in Block Thirteen (13) in Babcocks Enlarged Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party all of the first part therein. And the said E. L. House do hereby covenant and agree that at the delivery hereof that 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 except a certain Mortgage executed by E. L. House and wife to B. B. Brown for \$500.00 dated Jan'y 30, 1894 and filed for record in the office of the Register of Deeds of Douglas County Kansas Jan'y 30, 1894.

This grant is intended as a Mortgage to secure the payment of the sum of Twelve Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said E. L. House and Florence J. House his wife to the said party of the second part: which said note is drawn for the sum of Twelve Hundred Dollars, payable on or before 5 years from date with interest thereon payable semi annually at the rate of seven per cent per annum. Payments to be accepted thereon of \$100.00 or over at any time. 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 E. L. House his 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

N. B. BrownellE. L. House (SEAL.)Florence J. House (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 29 day of May, A. D. 1894, before me a Notary Public in and for said County and State, came E. L. House and Florence J. House 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 March 24 1897Recorded May 29 A. D. 1894, at 3 o'clock P. M.H. A. Cooper

Notary Public.

James Brooks

Register of Deeds.

The following is enclosed an original instrument
The sale herein described having been paid in full this Mortgage
is hereby released and the said thereby created is changed
As Witness my hand this 21st day of June A.D. 1894.
Levi T. Hamilton
Attest
Levi T. Hamilton
Register of Deeds

Recorded June 26th 1894.