

**This Indenture**, Made this 10<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety Four between James M. Hammond and Julia H. Hammond his wife of Kansas in the County of Douglas and State of Kansas of the first part, and Clara E. Anderson of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Five hundred (\$500.) 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: The West half (1/2) of North East quarter (1/4) Section Three (3) Township Fourteen (14) Range Twenty (20) East 60M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James M. Hammond and wife do hereby covenant and agree that at the delivery hereof that 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 Five hundred dollars for five years at 8% annual interest according to the terms of One certain Promissory this day executed and delivered by the said James M. Hammond and wife to the said party of the second part: Clara E. Anderson

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 first party or 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

James M. Hammond (SEAL.)  
Julia H. Hammond (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
Douglas County } ss.

**Be it Remembered**, That on this 11<sup>th</sup> day of May, A. D. 1894, before me J. Y. Thompson, a Notary Public in and for said County and State, came James M. Hammond and Julia H. Hammond 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 July 3<sup>rd</sup> 1895 J. Y. Thompson Notary Public.  
Recorded June 15 A. D. 1894, at 9<sup>45</sup> o'clock A. M.

James Brooks Register of Deeds.

The following is indorsed on the original instrument  
\$540.00 - Baldwin Kans. 7/14/1898 -  
Received of James M. Hammond the within named  
Mortgage of sum of Five hundred forty and 00/100 Dollars  
in full satisfaction of the within mortgage  
Clara E. Anderson

Recorded Feb 15-1898

