

JOURNAL CO. LAWRENCE, KAN.

**This Indenture**, Made this Twentieth day of July in the year of our Lord one thousand eight hundred and ninety four between Rachel E. Hughes and Joseph R. Hughes (husband) of Lawrence in the County of Douglas and State of Kansas of the first part, and M. E. Brelsford of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Five hundred and fifty 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: Lots Five (5) Six (6) Eleven (11) and Twelve (12) Block One (1) Cransons Subdivision of Block Fifteen (15) of Babcocks Enlarged Addition to the City of Lawrence Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Rachel E. Hughes and Joseph R. Hughes 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 To be insured in favor the Mortgage in the sum of Five hundred and fifty Dollars.

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollars according to the terms of One certain Note and Six Coupons this day executed and delivered by the said Rachel E. Hughes and Joseph R. Hughes to the said party of the second part: his 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 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 Rachel E. Hughes 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

John M. NewlinRachel E. Hughes

(SEAL.)

Joseph R. Hughes

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered**, That on this 20 day of July, A. D. 1894, before me John M. Newlin, a Notary Public in and for said County and State, came Rachel E. Hughes and Joseph R. Hughes 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 1895Recorded July 20 A. D. 1894, at 3:35 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, this mortgage  
is hereby released and the lien thereon created is discharged.  
Attest: As Witness my hand, this 31st day of August, A. D. 1897  
W. E. Brelsford  
Recorded Sept. 11, 1897  
By Fred Brooks, Register of Deeds*

