

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Thirteenth day of August in the year of our Lord one thousand eight hundred and ninety four between Cora Hadley and Theodore Hadley husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Samuel Ellis of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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: The East half (1/2) of the West half (1/2) of the South East quarter (1/4) of Section twenty seven (27) Township Twelve (12) South of Range nineteen (19) East of 6th 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 Cora Hadley and Theodore Hadley 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

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Cora Hadley and Theodore Hadley to the said party of the second part: his heirs

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 Cora Hadley her 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

Cora Hadley (SEAL.)
Theo M. Hadley (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 30 day of August, A. D. 1894, before me John M. Newlin, a Notary Public in and for said County and State, came Cora Hadley and Theodore Hadley 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 John M. Newlin Notary Public.
Recorded Aug 31 A. D. 1894, at 8:30 o'clock M

James Brooke Register of Deeds.

The foregoing is endorsed on original instrument
In consideration of \$100.00
paid of the within mortgage
I hereby release this same this
26 day of Aug. 1895
Samuel Ellis
Recorded Aug 26. 1895 James Brooke Register of Deeds
H. W. Carman Deputy