

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of January in the year of our Lord one thousand eight hundred and ninety two between John T. Hammond and Mary E. Hammond his wife of Molling in the County of Douglas and State of Kansas of the first part, and Lizzie M. Bigger of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Fifteen Hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part 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 Southeast quarter of Section No. twenty three (23) Township No. fourteen (14) S. of Range No. nineteen (19) E. Also the Northwest quarter of the Southeast quarter of Section No. twenty three (23) Township No. fourteen (14) S. of Range No. nineteen (19) E. (includes more or less)

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said parties of the first part 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 Fifteen Hundred and fifty (\$1500.00) Dollars according to the terms of One certain Promissory note this day executed and delivered by the said John T. and Mary E. Hammond to the said party of the second part: payable five (5) years from date at the Lawrence Nat Bank of Lawrence Kansas with interest at the rate of Eight (8) per cent per annum payable semi annually

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 heirs 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 heirs 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said John T. Hammond his heirs and assigns.

In Witness Whereof, The said part of the first part, ha ve hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of
John T. Hammond (SEAL.)
Mary E. Hammond (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 1st day of January, A. D. 1892, before me, Alfred Whitman a Notary Public in and for said County and State, came John T. Hammond and Mary E. 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 January 17 1895
Recorded Jan 1 A. D. 1892 at 3³⁰ o'clock P. M.

Alfred Whitman 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 thereby created is discharged
As witness my hand, this 31st day of Aug. A.D. 1899
Lizzie M. Bigger
Recorded August 31st 1899
W. J. Saxman
Register of Deeds
By J. C. Fisher
Deputy