

This Indenture, Made this 9th day of February in the year of our Lord one thousand eight hundred and ninety five between Lucian M. Hoadley and D. L. Hoadley her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Catharine M. Winchester of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of One 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 2d of the second part all 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: Commencing at a point forty (40) feet south of the South East Corner of Block 111 in Babcocks addition to the City of Lawrence Thence South Six Hundred (600) feet Thence East Forty (40) feet Thence North Six Hundred (600) feet Thence West Forty (40) feet to the place of beginning making or equal to four (4) lots Each forty (40) feet wide by One hundred and fifty (150) feet in length

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Parties 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 One Hundred Dollars according to the terms of an certain Promissory Note this day executed and delivered by the said Lucian M. & D. L. Hoadley to the said party 2d of the second part:

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 2d of the second part or executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the part of the second part 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 Parties heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have whereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Lucian M. Hoadley (SEAL.)
D. L. Hoadley (SEAL.)
 _____ (SEAL.)
 _____ (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 9th day of February, A. D. 1895, before me, _____, a Notary Public in and for said County and State, came Lucian M. Hoadley and D. L. Hoadley her husband to me personally known to be the same person s 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 October 4 1896 Wm T. Sinclair Notary Public.
 Recorded Feb 9th A. D. 1895 at 3 o'clock P. M.

James Brooks
 Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this _____ day of _____ 1895

Catharine M. Winchester

Attest: Allie B. Soparian
 Dep. Reg. of Deeds