

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 2^d day of March in the year of our Lord one thousand eight hundred and ninety four between Joseph Hoover and his wife Lizzie J. Hoover of Clinton in the County of Douglas and State of Kansas of the first part, and Mary L. Lewis of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Two 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 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 North East quarter of the North West quarter of Section Six (6) in Township Fourteen (14) of Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Joseph Hoover do hereby covenant and agree that at the delivery hereof he is the lawful owner 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 two hundred dollars and interest thereon according to the terms of One certain Note this day executed and delivered by the said Joseph Hoover and Lizzie J. Hoover to the said party 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 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 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 Joseph Hoover her heirs and assigns.

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

Signed and delivered in presence of

Joseph Hoover (SEAL.)
Lizzie J. Hoover (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 7 day of March, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came Joseph Hoover and Lizzie J. Hoover 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 April 21 1895 John M. Newlin Notary Public.
Recorded March 21 A. D. 1895 at 7 o'clock P. M.

James Brooks Register of Deeds.

Recorded November 4th 1899
L. H. Sarman
Register of Deeds
By W. C. Fisher
Deputy
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 charged.
Nov. 4. 1899
Mary L. Lewis