

This Indenture, Made this Seventeenth day of April in the year of our Lord one thousand eight hundred and ninety th between B. L. Hoover and Lucinda Hoover his wife of Alfred P. O. in the County of Douglas and State of Kansas of the first part, and C. P. Sherman, D. H. McTear, H. H. Bell, and John Dickinson Trustees of the Franklin Mercantile Co. of the second part;

Witnesseth, That the said parties of the first part in consideration of the sum of Eleven 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 parties of the second part their 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 West half of the South East Quarter of Section Number Nine in Township Number Fourteen and South of Range Number Eighteen 18 East and containing Eighty 80 Acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties 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 Eleven Hundred Dollars according to the terms of Four certain Mortgage Notes this day executed and delivered by the said B. L. Hoover and Lucinda Hoover to the said parties of the second part: due and payable in annual payments on or before One, Two, Three and Four years after date as evidenced by said notes with interest at the rate of seven per cent per annum from date until paid, interest payable 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 parties of the second part their heirs 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 parties of the second part their heirs and 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 parties of the first part their heirs and assigns on demand to the said parties of the first part their 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

B. L. Hoover (SEAL.)
Lucinda Hoover (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 14 day of April, A. D. 1897, before me, J. M. Baldwin a Justice of the Peace, a Notary Public in and for said County and State, came B. L. Hoover and Lucinda Hoover 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 189

J. M. Baldwin
Justice of the Peace

State of Kansas }
Douglas County } ss.
J. M. Churchill, Deputy County Clerk and Clerk of Commissioners Court in and for the County and State aforesaid, hereby certify that J. M. Baldwin whose name appears to the foregoing instrument, was, at the time stated in said instrument, a Justice of the Peace duly authorized to administer oaths and take acknowledgments according to the laws of the State of Kansas, and that his signature is genuine.
Witness my hand and the seal of said Court this 6th day of May 1896.
J. M. Churchill
Dep. County Clerk

Recorded May 6. 1896 at 11:25 o'clock P.M.

James Brooks
Register of Deeds

The following is inclosed with the Original Instrument
Received of B. L. Hoover the within named mortgage for sum of Eleven hundred and fifty two and 10/100 Dollars in full satisfaction of the within mortgage.
C. P. Sherman
D. H. McTear
H. H. Bell
John Dickinson
Trustees of the Franklin Mercantile Co.

Received April 15 1897

Filed for Record
Dep. Reg. of Deeds