

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 9th day of May in the year of our Lord one thousand eight hundred and ninety 96, between Jesse S. Hower and Mattie J. Hower, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. Flora M. Nichols, of Douglas Co. Ks 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 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: Lots Nos. fifteen (15) and sixteen (16), both in Block No. Eight (8) of Jan's first Addition to the City of Lawrence.
First parties hereby agree to maintain and insurance on said premises in some responsible insurance company satisfactory to second party, payable, in case of loss, to said second party or assigns, who shall have possession of all policies of insurance and renewal receipts therefor

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 and that they will warrant and defend the same in the quiet and peaceable possession of said second party or assigns, against all lawful claims.

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars in three (3) years from date according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part 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 therefor, 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 their 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 their 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 of the first part, their heirs and assigns.

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

Signed and delivered in presence of
J. S. Hower (SEAL.)
Mattie J. Hower (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 9th day of May, A. D. 1896, before me, L. A. Night, a Notary Public in and for said County and State, came Jesse S. Hower and Mattie J. Hower, 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 Nov - 30 1899. L. A. Night
Recorded May 9 A. D. 1896 at 5 o'clock P. M. Notary Public.
James Brooks
Register of Deeds.

The following is indorsed 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.
Witness my hand and seal 29th day of May A.D. 1898
Mrs. Flora M. Nichols
Registered

Recorded May 20th 1898