Creenton

Sasteldes.

This Indenture, Made this\_\_\_\_\_\_ Thirteenth\_\_\_\_\_ day of \_\_\_ april\_\_\_ 4. Burnett Namilton gr. and his wife zoe a. Namilton. Saurence\_\_\_\_\_\_ in the County of \_\_\_\_\_ Douglas \_\_\_\_\_ and State of \_\_\_\_\_ Man

of the first part, and George Beel F. W. Bartel cles & Mar Willelini, Tueters and Executors of the Estate of the second part,

One Hundred and Fifty. of which is hereby acknowledged, have sold and by these presents dome grant, bargain, sell and mortgage to the said parties of the second part thus 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: Jhe south Nulf of Block Eight (8) in West Laurence in the City of Saw. rence Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said J. Burnett Hamilton, Jr. and his wife goe a. Hamilton \_\_\_\_\_\_\_ do\_\_\_ hereby covenant and agree that at the delivery hereof \_ 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 cleffence the same against all claims what were

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and Fifty Dollours.

according to the terms of Jwo certain purilissory wites this day executed and delivered by the said Burnett Hamiltong and wife Sol 7 anilton to the said parties of the second part: July able at Same national Bank Samener, Nansas as follows to wit: One hundred clay of April 1898 Fifty dollars on the thirteenth clay of April 1898 Fifty dollars on the thirteenth clay of April 1898 Fifty dollars on the thirteenth

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 part in first 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 part 4 of the second part 6 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 part 111 making such sale on demand to the said Burnett Hamilton gr, and his wife gue a Hamilton their heirs and assigns.

In Witness Whereof, The said parties of the first part, hall thereunto settless hand sand seals he day and year first above written.

g. Burnett Hamilton gr (SEAL) Signed and delivered in presence of Goe a. Namilton (SEAL.) J. R. Kunyon .... (SEAL.) Terrison STATE OF KANSAS, (SEAL.) SS. Dauglas County the undersigned. a Notary Public in and forthe County and

state, came 9 Burnell Namilton grandwife goe a Hamilton who are personally known to me united in the personally known to be the same persons. who executed the within instrument, and duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public Term expires May 29 1898 Q. R. Kerryon Notary Public. Recorded April\_ 15 \_\_\_\_ A. D. 1897, at 930 o'clock Q\_M. Janue Brooks