

This Indenture, Made this 13th day of April in the year of our Lord one thousand eight hundred and ninety seven between B. L. Hoover & Lucinda B. Hoover his wife of the 1st of Marion in the County of Douglas and State of Kansas of the first part, and Joseph Lewis of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 his 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 half (1/2) of North East quarter (1/4) of Section sixteen (16) and the West half (1/2) of South East quarter (1/4) of Section nine (9) all in Township Fourteen (14) of Range Eighteen (18) Douglas County, Kansas

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

One Thousand Dollars

according to the terms of One certain Promissory Note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable three years after date to order of party of second part with interest thereon according to the terms of said note and coupons thereto attached with privilege of paying same in any multiple thereof on account of principal money at time of paying full or 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 his 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 his 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 seal the day and year first above written.

Signed and delivered in presence of

Jennie Watt

B. L. Hoover (SEAL.)

Lucinda B. Hoover (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 13th day of April, A. D. 1897, before me, Jennie Watt, a Notary Public in and for said County and State, came B. L. Hoover & Lucinda B. Hoover, his wife to me personally known to be the same person 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 30th Mch 1900 Jennie Watt

Recorded April 17 A. D. 1897, at 5¹⁰ o'clock P. M. Notary Public.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 13th day of April 1900.

Attest
Notary North Lewis, Deceased.

Recorded April 18, 1900

By J. L. Brooks, Register of Deeds

Assigned, see Book 33 Page 407