

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty fifth day of August in the year of our Lord one thousand eight hundred and ninety seven between Sizzie D. Hemphill and Charles W. Hemphill husband & wife of Reno of the first part, and Emma S. Harris of Canton Ohio of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Five hundred (\$500.00) 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: Lot number fifty eight (58) Ohio Street in the City of Lawrence, Douglas County State of Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Sizzie D. Hemphill does hereby covenant and agree that at the delivery hereof she 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 Five Hundred Dollars and interest at seven percent semi annually according to the terms of One coupon note & six coupons attached this day executed and delivered by the said Sizzie D. Hemphill & her husband to the said party of the second part: and payable on the 25th day of August 1900 (reserving the right to pay before the expiration of the 3 years at any period when interest is payable)

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 or 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 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 Sizzie D. Hemphill heirs and assigns.

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

Signed and delivered in presence of

Sizzie D. Hemphill (SEAL.)
Chas W. Hemphill (SEAL.)
____ (SEAL.)
____ (SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 25 day of August, A. D. 1897, before me, Charles Chadwick, a Notary Public in and for said County and State, came Sizzie D. Hemphill and Charles W. Hemphill husband & 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 Sept. 11, 1899 Chas Chadwick Notary Public.
Recorded Aug - 25 A. D. 1897, at 5 o'clock P. M. Douglas County

James Brooks Register of Deeds.

*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 hereby
As Witness my hand this day of November 1900.
Attest W. C. Brooks
Dec 12th 1900.*

*Recorded Dec 12th 1900
W. C. Brooks Register of Deeds.*

(L.S.)