

Journal Co., Lawrence, Kan.

This Indenture, Made this Eleventh day of October in the year of our Lord one thousand eight hundred and ninety seven between Marcus Hamilton & Susan A. Hamilton, his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and George W. Smith of the second part.

Witnesseth, That the said part 1st of the first part in consideration of the sum of One 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 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: Lot Number One hundred and seventy nine (179) on New York Street in the City of Lawrence in said County and State in

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Marcus Hamilton and Susan A. Hamilton 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 hundred 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 two years after date with interest at 6% payable semi-annually with privilege reserved of paying off said in full or in part at any time

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 Party of the first part, their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Hugh Blain

Marcus Hamilton (SEAL.)

Susan A. Hamilton (SEAL.)

STATE OF KANSAS, } SS.

County of Douglas

Be it Remembered, That on this 25 day of October, A. D. 1897, before me, Hugh Blain, a Notary Public in and for said County and State, came Marcus Hamilton and Susan A. Hamilton, 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 25th Dec 1897 Hugh Blain Notary Public.  
Recorded Oct 25 A. D. 1897, at 2 o'clock P. M.

James Brooks Register of Deeds.

The following was recorded on the original instrument  
The note herein described having been paid in full this mortgage  
is hereby released and the lien thereby created discharged  
At Lawrence, Mo. this 31st day of October and 1898

Geo. W. Smith

Recorded Dec. 24<sup>th</sup> 1898

U. S. Foxman

Register of Deeds

By W. A. Fisher

W. A. Fisher