

This Indenture, Made this Eighth day of January in the year of our Lord one thousand eight hundred and ninety Eight between Julia A. Hammond and James M. Hammond her husband of the first part, and J. H. Corse in the County of Douglas and State of Kansas of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Sixty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part 2d of the second part 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 Lot Number 5 (2) and the South west Quarter of the North East quarter of Section Number Three (3) in Township Number Fourteen (14) South of Range Number Twenty (20) East of the Sixth Principal Meridian and containing Eighty (80) Acres more or less

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 owner s of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances Except one Certain mortgage of Five Hundred Dollars given to B. D. Anderson

This grant is intended as a Mortgage to secure the payment of the sum of Sixty Dollars

according to the terms of ONE certain Mortgage note this day executed and delivered by the said Julia A. Hammond & James M. Hammond to the said part 2d of the second part: Due in thirty days after date with interest from date at the rate of ten per cent per annum payable annually

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 part 2d 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 2d making such sale on demand to the said Parties of the first part heirs and assigns.

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

Signed and delivered in presence of

Julia A. Hammond (SEAL.)
James M. Hammond (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 10th day of January, A. D. 1898, before me, R. M. Dunning, J. P., a Notary Public in and for said County and State, came Julia A. Hammond and James M. Hammond her husband to me personally known to be the same person s 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

Recorded January 10th A. D. 1898, at 11:45 o'clock P. M. Justice of Peace

R. M. Dunning
Notary Public.
J. H. Corse
Register of Deeds.

The following is endorsed on the original instrument

In consideration of full payment of this within mortgage I hereby release the same this 15th day of February 1898

J. H. Corse

Recorded February 1898

Notary Public for Deeds