

This Indenture, Made this Third day of March in the year of our Lord one thousand eight hundred and ninety eight between Alfred Joy and Marie Joy, his wife of in the County of Douglas and State of Kansas of the first part, and John Hume of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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: The west half of the North West quarter of Section No thirty one (31) in Township No. Fourteen (14) South of Range No. Twenty one (21) East of 6th 37m. Containing Eighty (80) acres of land, more or less and intended to be the homestead of said grantors

with all the appurtenances, and all the estate, title and interest of the said part 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 and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns forever, against all persons lawfully claiming or to claim the same

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

according to the terms of one certain Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part: due in five years from date with interest from date to maturity or default as provided by coupons attached to said note and interest after maturity or default at the rate of ten per cent per annum until fully paid in cash or by Sheriff's deed to above described property together with payment of them of 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

G. B. Lanning

Alfred Joy
Marie Joy

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 12 day of March, A. D. 1898, before me, J. H. Price a Justice of the Peace, a Notary Public in and for said County and State, came Alfred Joy and Marie Joy his wife 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 March 15th A. D. 1898, at 5 o'clock A. M. Justice of the Peace

J. H. Price
G. B. Lanning

Register of Deeds.

The foregoing is a copy of the original instrument. The note herein described having been paid in full this mortgage is hereby released and the same hereby discharged. As witnesses I have signed this 17th day of August A.D. 1899.

Recorded August 19th 1899. G. B. Lanning Register of Deeds.