

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 26th day of January in the year of our Lord one thousand eight hundred and ninety nine between E. G. Day and Addie J. Day his wife of Decompton in the County of Douglas and State of Kansas of the first part, and Mrs. M. A. Hope of the same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred and Fifty 70 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 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 Lots Numbered Eighteen (18) and Nineteen (19) in Block Numbered Twenty One (21) in the City of Decompton, according to the recorded Plat thereof.

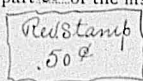
with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said E. G. Day, and Addie J. Day do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible 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 Two Hundred and Fifty Dollars and the interest thereon according to the terms of One certain Promissory note this day executed and delivered by the said E. G. Day, and Addie J. Day to the said party of the second part:

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 heirs executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal 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 Party of the second part their 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



E. G. Day (SEAL.)
Addie J. Day (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS,
 County of Douglas } ss.

Be it Remembered, That on this 26th day of January, A. D. 1899, before me, J. H. Bonebrake a Notary Public in and for said county and State, came E. G. Day and Addie J. Day, 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 Jan. 4, 1900 J. H. Bonebrake Notary Public.
 Recorded Feb. 6th A. D. 1899, at 2¹⁵ o'clock P. M.

J. H. Bonebrake
 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 same hereby created discharged and released by said party of the second part this 6th day of October A.D. 1903.
 Mrs. M. A. Hope.

Attest A. L. Hope.
 Thomas E. Hope.

Recorded Dec 11th 1903
 W. W. Montgomery
 Register of Deeds.