

This Indenture, Made this 27th day of February in the year of our Lord one thousand eight hundred and ninety Nine between J. Burnell Hamilton Jr. and Joe A. Hamilton, his wife of Hamilton Township in the County of Douglas and State of Kansas of the first part, and L. R. Goodrich of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 part 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 South half (1/2) of Block Number Eight (8) in West Lawrence in the City of Lawrence, Douglas County, Kansas

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 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 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 part of the second part: Payable three years after date with interest thereon according to the terms of said note and coupons thereto attached

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 of the second part her 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 part 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 part making such sale on demand to the said Parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Jimmie Watt

J. Burnell Hamilton Jr. (SEAL.)
Joe A. Hamilton (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas County } SS.

Be it Remembered, That on this 27th day of February, A. D. 1899, before me, Jimmie Watt, a Notary Public in and for said county and State, came J. Burnell Hamilton Jr. Joe A. Hamilton 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 30 mch 1900

Recorded March 9th A. D. 1899, at 5¹⁰ o'clock P. M.

Jimmie Watt Notary Public.
H. H. Soxman Register of Deeds.

The following is endorsed on the original instrument:
924026, Lawrence Kansas March 3rd 1900.
Received of J. Burnell Hamilton Jr. and wife the within named mortgagors the sum of Two hundred and no 100 Dollars, besides seven thousand in full satisfaction of the within mortgage. E. P. Baker.
Sub and only heirs of E. P. Baker, dec'd.
Entered, E. Conder, the assignee of the within mortgage mortgage.
(Assigned See Book 39 Page 358)
Recorded March 10th 1900.
J. W. Anthony,
Register of Deeds.