

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25th day of February in the year of our Lord one thousand eight hundred and ninety Nine between Jacob B. Hamilton, an unmarried man of Marion Township in the County of Douglas and State of Kansas of the first part, and E. J. Henley of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he sold and by these presents do he grant, bargain, sell and mortgage to the said party of the second part her 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 North half (1/2) of the South West quarter (1/4) of the South West quarter (1/4) of the South East quarter (1/4) of Section Twenty Three (23) Township Twelve (12) Range Nineteen (19) said County and State

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Jacob B. Hamilton do th hereby covenant and agree that at the delivery hereof he is 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 Real Estate note this day executed and delivered by the said Jacob B. Hamilton to the said party of the second part: Payable three years after date with interest thereon according to the terms of said note and coupon 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 party 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 Party of the first part his heirs and assigns.

In Witness Whereof, The said party of the first part, he hereunto set his hand and seal the day and year first above written.

Jacob B. Hamilton (SEAL.)
Jimmie Matt (SEAL.)
STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 25th day of February, A. D. 1899, before me, Jimmie Matt, a Notary Public in and for said county and State, came Jacob B. Hamilton an unmarried man 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 3rd Mch. 1900
Recorded March 9th A. D. 1899, at 5¹⁰ o'clock P. M.

Jimmie Matt Notary Public.
L. J. Foxman Register of Deeds.

The following is indorsed on the original instrument
\$200.00 loaned to Jacob B. Hamilton on 25 Feb 1899. Received of Jacob B. Hamilton the within named property as security for the loan of \$200.00 with interest thereon at the rate of 10% per annum. Witness my hand and seal this 25th day of February 1899.
E. J. Henley

Assigned - See Book 37 Page 107

Recorded July 2, 1901
W. J. Foxman Register of Deeds