

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty seven day of May in the year of our Lord one thousand eight hundred and ninety nine between Clara Hope (widow), Edward Hope and Lela Hope (wife) Sole heirs of the estate of Charles Hope deceased of Lawrence in the County of Douglas and State of Kansas of the first part, and Marshall B. Wallace of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and fifty 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 parties 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 Lot Thirteen (13) and Fourteen (14), Block six (6), Second First Addition to the City of Lawrence Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Clara Hope, Edward Hope and Lela Hope 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 and fifty dollars according to the terms of One certain Note this day executed and delivered by the said Clara Hope, Edward Hope and Lela Hope to the said parties of the second part her heirs or assigns.

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 parties 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 of making such sale on demand to the said Clara Hope 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

STATE OF KANSAS,
County of Douglas) SS.

Be it Remembered, That on this 27 day of May, A. D. 1899, before me, John M. Newlin a Notary Public in and for said county and State, came Clara Hope, Edward Hope, Lela Hope 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 April 13, 1903
Recorded May 27 A. D. 1899, at 1 o'clock P. M.

John M. Newlin
Notary Public.
G. B. Sorenson
Register of Deeds.

The following is endorsed on the original instrument.
 267, 268 Lawrence Kansas March 1905
 Received of Clara and Edward Hope, the within named
 Mortgagees, the sum of Two hundred and fifty dollars and 00/100 Dollars,
 in full Satisfaction of the within Mortgage, G. B. Sorenson,
 Recorder March 25th 1905
 U. S. Registrar,
 Register of Deeds.
 (For assignment See Book 41 Page 75.)