

JOURNAL OF LAWRENCE KAN.

This Indenture, Made this 26th day of August in the year of our Lord one thousand eight hundred and ninety nine between Charles C. Hauscome and Nellie M. Hauscome his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and L. W. Stoddard of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and forty & 00/100 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: Beginning at a point twenty nine (29) rods south of the north east corner of the north east quarter of section no 6 (24), in Township Thirtieth (30) south of Range twenty (20) East of 4th P.M. Thence south eleven (11) rods, Thence west Thirtieth (30) rods, Thence north eleven (11) rods, Thence east Thirtieth (30) rods to beginning.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances. Saved a mortgage to W. E. Murphy for \$300. on this & other property

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred and forty & 00/100 Dollars according to the terms of and certain promissory notes this day executed and delivered by the said parties of the first part to the said party of the second part: Payable twelve months after date with interest in arrears at rate of 8% semi-annually and also provides that the sum of at least \$25.00 per month shall be paid in principal money.

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 part ies 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 parties of the first part their heirs and assigns. This mortgage is given as additional collateral security to a certain Chattel Mortgage of equal date heretofore made between the same parties hereto.

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

Signed and delivered in presence of

Hugh Blair

C. C. Hauscome (SEAL.)

Nellie M. Hauscome (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas County } SS.

Be it Remembered, That on this 26th day of August, A. D. 1899, before me, Hugh Blair, a Notary Public in and for said county and State, came Charles C. Hauscome and Nellie M. Hauscome 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 28 Decy. 1901 Hugh Blair Notary Public.

Recorded August 26th A. D. 1899, at 12⁰⁰ o'clock P. M.

G. A. Stoddard
Register of Deeds.

The following is endorsed on the original instrument:
 Receipt \$340.00 Nov 10th 1899. Receiver of C. C. Hauscome & Nellie M. Hauscome.
 per Hugh Blair present agent, the sum of three hundred and forty and 00/100 Dollars in full satisfaction of the within mortgage.
 Recorded Nov 17th 1899.
 W. W. Dinsmore
 Register of Deeds.