

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 16<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety nineteen Passed between Harriett M. Hamilton

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and C. Munk of Lawrence, Kansas  
of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Seventy Five (\$75) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has she sold and by these presents do she 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: lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36, in Block eight (8) comprising the north half of said Block in West Lawrence, in the City of Lawrence, Douglas County and state of Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Harriett M. Hamilton do she hereby covenant and agree that at the delivery hereof she 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 Seventy five Dollars and interest thereon, after maturity according to the terms of and certain promissory notes this day executed and delivered by the said Harriett M. Hamilton 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 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 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 Harriett M. Hamilton heirs and assigns.

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

Sealed  
Signed and delivered in presence of

J. R. Kenyon

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this January day of January, A. D. 1900, before me, J. R. Kenyon, a Notary Public in and for said county and State, came Harriett M. Hamilton 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 July 28<sup>th</sup> July 1900.

Recorded January 16<sup>th</sup> A. D. 1900, at 12 o'clock M.

J. R. Kenyon  
Notary Public.

R. B. Doxman  
Register of Deeds.

The following is endorsed on the original instrument:  
This note hasn't been paid in full, that mortgage is hereby released,  
and the land hereby created, discharged as necessary hereof, this 17 day of July A. D. 1900-  
C. Munk.

Recorded July 19<sup>th</sup> 1900-  
C. Munk  
By Miss B. Doxman, Deputy.

