

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 27th day of March in the year of our Lord one thousand eight hundred and ninety ~~nineteen~~ hundred between John Hoover and Susan Hoover husband and wife of Douglas in the County of Douglas and State of Kansas of the first part, and Ally Lewis of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven 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 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: The north one hundred and twenty (120) acres of the south east quarter of section Twelve (12) Township Fourteen (14) South of Range eight (8) East of the 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Hoover do 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 Seven hundred Dollars

according to the terms of One certain promissory note this day executed and delivered by the said John Hoover and Susan Hoover to the said party of the second part: Payable five years after date with interest from date until paid at the rate of seven percent per annum interest payable annually.

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 party 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 of the second part John Hoover, his 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.

Sealed
Signed and delivered in presence of

Geo. A. Banks

John Hoover (SEAL.)
Susan Hoover (SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 27th day of March, A. D. 1890, before me, Geo. A. Banks, a Notary Public in and for said county and State, came John Hoover and Susan Hoover husband and 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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires Dec. 1 - 1900

Recorded March 27 A. D. 1890, at 4³⁰ o'clock P. M.

Geo. A. Banks
Notary Public.

W. D. Doorman
Register of Deeds.

The following is endorsed on the original instrument -
The note herein described having been paid in full, this mortgage is hereby released, and the land hereby created, discharged.
As witness my hand this 27 day of March A.D. 1900.
Ally Lewis

Recorded March 27-1900 -
W. D. Doorman,
Register of Deeds,
By Willie B. Doorman,
Deputy.

