

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 1st day of September in the year of our Lord one thousand eight hundred and ninety Nineteen hundred between Clara S. Hope widow and Edward Hope and Lila M. Hope his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Victor Johnson of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 west twenty five (25) feet of lot No. forty five (45) New Hampshire Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties 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 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 Five hundred dollar

according to the terms of One certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: Payable five years from date with interest at the rate of 7 per cent per annum payable semi 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 making such sale on demand to the said Clara S. and Edward Hope, their 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

Alfred Whitman

STATE OF KANSAS,

County of Douglas

} SS.

Clara S. Hope (SEAL.)

mark

Edward Hope (SEAL.)

Lila M. Hope (SEAL.)

Be it Remembered, That on this 5th day of September, A. D. 1900, before me, Alfred Whitman, a Notary Public in and for said county and State, came Clara S. Hope, widow, and Edward Hope and Lila M. Hope 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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires Jan'y 14 1902

Recorded Sept 6th A. D. 1900, at 1⁵⁵ o'clock P.M.

Alfred Whitman Notary Public.

H. J. Johnson Register of Deeds.

The following is endorsed on the original instrument
The Note herein described having been paid in full after Mortgage
is hereby released and void the binder hereby created. Discharged
As Witness my hand this 9th day of May 1901
Victor Johnson

Recorded May 9th 1901 H. J. Johnson Register of Deeds