

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form, Journal Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

The following is enclosed on the original instrument.
 The mortgagor, Benjamin Hawkins, has paid in full the mortgage
 to the mortgagee, Ophelia C. Hawkins, and the mortgage is
 discharged. The mortgagee, Ophelia C. Hawkins, has
 received the sum of \$25.00 of the mortgagee, Benjamin Hawkins.
 Benjamin Hawkins
 Ophelia C. Hawkins
 Registered June 21st 1901
 C. W. Armstrong

This Indenture, Made this Twenty day of December in the year of our Lord, one thousand
and Six, between Ophelia C. Hawkins and
Benjamin Hawkins her husband of the City of Douglas in the County of
Douglas and State of Kansas, of the first part, and
F. D. G. Harvey and A. S. Harvey of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Seventy five Dollars,
 Themselves paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage
 to the said part 2nd of the second part their 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: Commencing at a point 75 feet South of the North
line of the South East quarter of Section No. 34 in Township No. 12. E. of Range
No. 9 E. and distant 450 feet west from the west side of Mississippi
Street in the City of Lawrence, thence West 127 feet to the Alley between
Main and Alabama Streets. Thence South 50 feet thence East 127
feet to the West side of Alabama Street thence North 50 feet to
the place of beginning, and otherwise known and described as
South half of a certain tract or parcel of land deeded by
William T. Sinclair & wife to the said Ophelia C. Hawkins.
24 December 1900 and recorded in Deed Book 81 Page 347 in
Registers office Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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
Twenty five dollars.
 according to the terms of one certain note this day executed
 and delivered by the said Parties of the first part to the said part 2nd of the second part
payable three years after date with interest at seven percent semi annually
and ten per cent after maturity. Privilege reserved to pay in full at any time.

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 part 2nd of the second part, executors, administrators and assigns, at
 any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising
 from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the
 overplus, if any there be, shall be paid by the part 2nd making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seal the day and year first above
 written.
 Signed, Sealed and Delivered in Presence of
Hugh Blair Ophelia C. Hawkins [SEAL.]
Ben Hawkins [SEAL.]

STATE OF KANSAS,
Douglas County } ss.
 BE IT REMEMBERED, That on this 29 day of December A. D. 1900, before me
Hugh Blair a Notary Public in and for said County and State, came
Ophelia C. Hawkins and Benjamin Hawkins
her husband 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 and affixed my official seal on the day and
 year last above written.
 My Commission Expires 27 Dec. 1901 Hugh Blair Notary Public.

Filed for Record the 3 day of Jan A. D. 1901 at 10 o'clock A.M.
W. Armstrong Register of Deeds.
By Elsie G. Armstrong Deputy.

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 discharged. The mortgagee, Ophelia C. Hawkins, has
 received the sum of \$25.00 of the mortgagee, Benjamin Hawkins.
 Benjamin Hawkins
 Ophelia C. Hawkins
 Registered May 16th 1901