

1858 in book E, pages 450 & 451. to which record, for greater certainty of description reference is here specially made, and whereas said deed though appearing on its face to convey the title to said property absolutely, was in fact intended as a security in the nature of a mortgage to secure the debts recited in a bond hereinafter recited, and whereas the said Hilley on the same day and as a part of the same transaction executed to said Allen and Gilmore his bond whereby he engaged upon certain conditions to reconvey said property to said Allen and Gilmore which bond was recorded in said Registers Office in Lawrence Kansas on the 7th day of December 1859 in book H of deeds on page 305. to which record for greater certainty of description reference is here made - and whereas since the date of said deed and bond the said Allen and Gilmore have changed the form of security for said debts mentioned in said bond and desire to be reinstated with the title to the property described in said deed or bond to the same extent and with the same effect as if said deed and bond had never been executed - now be it known that in consideration of the premises and of one dollar in hand paid the receipt of which is hereby acknowledged by the said Hilley, the said Giles F. Hilley and Maria M. Hilley his wife of the City of St. Louis and State of Missouri do by these presents remise, release and quit claim unto the said Lyman Allen and John Gilmore all the right title and interest that they acquired in and to the property above described by virtue of said deed of April 1st 1858 above recited without prejudice however, and subject to all mortgages liens and encumbrances that have been executed or suffered by said Allen and Gilmore or either of them to affect said premises in favor of said Giles F. Hilley or any other person since the date of said recited deed and bond, and so that any and all such mortgages liens and encumbrances created or suffered to exist thereon by said Allen & Gilmore or either of them in favor of said Hilley or any other person since the date of said deed & bond shall remain in full force unaffected hereby: To have and to hold the said premises unto the said Allen and Gilmore their heirs and assigns forever subject to the exceptions and conditions herein named but not otherwise with the same effect as if said deed and bond of April 1st 1858

(over)