

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 26 day of January in the year of our Lord one thousand eight hundred and ninety one between George P. Haas and Elizabeth Haas his wife of Willow Springs in the County of Douglas and State of Kansas of the first part, and Lucetta C. Whitman of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fourteen 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 her 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 Southeast quarter of the Northwest quarter of Section Thirty-two (32) Township Fourteen North Range Nineteen West of 6th P.M. and commence at the Northwest corner of the Northeast quarter of Section Thirty-two (32) Township Fourteen North Range Nineteen West of 6th P.M. East Sixty-nine (69) rods five (5) feet, South Eighty (80) rods, West Twenty (20) rods, North One hundred and Sixty (160) rods to beginning less the North twenty (20) rods of 105 acres more or less.

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 at the delivery hereof they are the lawful owners of the premises above granted, and seized in 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 Fourteen Hundred Dollars according to the terms of One certain Promissory note this day executed and delivered by the said George P. and Elizabeth Haas to the said party of the second part: payable seven (7) years from date at The Lawrence National Bank of Lawrence Kansas with interest at the rate of Seven (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 her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the party of the second part her executors, administrators or assigns; and out of all moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Geo. P. Haas 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.

Signed and delivered in presence of

George P. Haas (SEAL.)
Elizabeth Haas (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } SS.
 County of Douglas

Be it Remembered, That on this 7th day of February, A. D. 1891, before me Alfred Whitman, a Notary Public in and for said County and State, came George P. Haas and Elizabeth Haas his wife to me personally known to be the same persons 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 January 17th 1895 Alfred Whitman Notary Public.
 Recorded Feb 7 A. D. 1891, at 2 o'clock P M.

James Brooks 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.
 attested Lucetta C. Whitman
Edmund W. Whitman
 Recorded January 25th 1896