

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 1<sup>st</sup> day of January in the year of our Lord one thousand eight hundred and Ninety one between Lewis W. Haas an unmarried man of Willow Springs in the County of Douglas and State of Kansas of the first part, and Frederick Haas of same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Nine hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 East half of the South East quarter of Section Eight & Township Fifteen (15) South of Range Nineteen (19) East of the 6<sup>th</sup> principal meridian, containing 30 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Lewis W. Haas do hereby covenant and agree, at the delivery hereof that he is the lawful owner of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of Nine hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Lewis W. Haas to the said party of the second part: payable on or before five years from date with interest payable annually at the rate of six per cent per annum

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, appraisal hereby waived or not at the option of the party of the second part his 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 Lewis W. Haas his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Lewis W. Haas

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 18<sup>th</sup> day of December, A. D. 1891, before me Geo. A. Banks, a Notary Public in and for said County and State, came Lewis W. Haas an unmarried man

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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Dec 12<sup>th</sup> 1892Geo. A. Banks

Notary Public.

Recorded Dec 18 A. D. 1891, at 2<sup>30</sup> o'clock P. M.James Brooks

Register of Deeds

The mortgage herein recorded has been binding full the receipt of which is hereby acknowledged and the lien created by said mortgage is hereby released Lawrence Kansas April 21 1892

Frederick HaasJames Brooks  
Register of Deeds