

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 19th day of January in the year of our Lord one thousand eight hundred and ninety two between Lewis W. Haas (unmarried) of Horden in the County of Douglas and State of Kansas of the first part, and S. A. De Maravilla of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Eight Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 East half (1/2) of the Southeast quarter (1/4) of Section Eight (8) Township Fifteen (15) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree, at the delivery hereof, he is 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 Eight Hundred Dollars

according to the terms of One certain promissory note this day executed and delivered by the said Lewis A. Haas to the said party of the second part: payable five (5) years from date at the Lawrence Nat Bk of Commerce with interest at the rate of Seven (7) 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 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, appraisement 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 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, }
County of Douglas } ss.

Be it Remembered, That on this 19 day of January, A. D. 1892, before me Alfred Whitman, a Notary Public in and for said County and State, came Lewis W. Haas (unmarried)

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 May 17 1895 Alfred Whitman Notary Public.

Recorded January 20th A. D. 1892, at 9⁴⁰ o'clock A. M.

James Brooks Register of Deeds

The following is recorded on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released, and the lien hereby created, discharged.
As witness my hand this 19 day of January, A.D. 1897
Alice Robinson
Administrator Estate of
S. A. De Maravilla deceased

Recorded January 19th 1897
James Brooks
Register of Deeds

LSB