

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 26<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and Ninety two between I. A. Hines (unmarried) of Marion Sp in the County of Douglas and State of Kansas of the first part, and John Bailie of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four Thousand 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 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: Shelbourn hall (1/2) of Section Number eleven (11) Township Number fifteen (15) South of Range Number Eighteen (18) East of the 6<sup>th</sup> principal Meridian according to the United States Survey and containing 300 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 party of the first part do 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 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 Four Thousand & 00/100 Dollars according to the terms of Two (2) certain promissory notes this day executed and delivered by the said I. A. Hines to the said party of the second part: payable as follows: 2000 on Three (3) years from date and 2000 on Five (5) years from date at the Merchants Nat Bank of Lawrence, Kas with interest at the rate of seven (7) percent per annum payable 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 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, appraisement 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 I. A. Hines 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

I. A. Hines (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 26<sup>th</sup> day of February, A. D. 1892, before me Alfred Whitman, a Notary Public in and for said County and State, came I. A. Hines (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 Jan'y - 17 - 1895 Alfred Whitman Notary Public.  
Recorded Feb - 27 - A. D. 1892, at 2 o'clock P-M.

James Brooks Register of Deeds

*The following is inserted in Original Indenture -  
The Notes herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.  
Attest: As Witness my hand, this 27 day of Dec, A.D. 1897.  
John Bailie  
Recorded Dec 31, 1897*

