

This Indenture, Made this 31st day of August in the year of our Lord one thousand eight hundred and ninety ninth between Henry C. Haas a single man of Willow Spring in the County of Douglas and State of Kansas of the first part, and Fred Haas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Fifteen Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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 West Quarter of Section No. 17 Township No. 19 South Range No. 19 East of the 6th P.M. Kansas containing 80 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 Henry C. Haas do hereby covenant and agree that 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 Fifteen Hundred Dollars (\$1500) according to the terms of One certain Note this day executed and delivered by the said Henry C. Haas to the said party of the second part: payable on or before five years after date with interest at seven per cent 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 the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Henry C. 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

Henry Haas (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 31 day of August, A. D. 1895, before me, L. J. Steele, a Notary Public in and for said County and State, came Henry C. Haas a single

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 June 18 1898. L. J. Steele
Recorded Aug 31 A. D. 1895 at 5 o'clock P. M. Notary Public.

James Brooks
Register of Deeds.

The following is a true and correct copy of original instrument. The Note hereunder described having been paid in full this mortgage is hereby released and the land hereby mortgaged is discharged. As Witness my hand this 29th day of May, A.D. 1899, Fred Haas.

Recorded May 29th 1899. J. J. Steele, Notary Public.