

This Indenture, Made this Twenty first day of November in the year of our Lord one thousand eight hundred and ninety 9 between Charles Beard (unmarried) and Fred Hull (unmarried) of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

**Witnesseth**, That the said part ies of the first part in consideration of the sum of One hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha VE 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: Begin two hundred and seventy seven (277) feet south of the North east corner of the South East quarter (1/4) of Sec. 11 on No. Thirty (30) Township No. Twelve (12) Range No. Twenty (20) Thence South Twenty three (23) feet to Locust Street West on North line of Locust to west line of Block Seven (7) North twenty three (23) feet East to beginning that part of the city of Lawrence known as North Lawrence with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Charles Beard and Fred Hull do hereby covenant and agree that at the delivery hereof they are the lawful owner S of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances Insured in favor of the Mortgage

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and fifty Dollars according to the terms of One certain Note & four Coupons this day executed and delivered by the said Charles Beard & Fred Hull to the said party of the second part: his heirs or assigns

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 therefor, 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 Charles Beard and Fred Hull heirs and assigns.

**In Witness Whereof**, The said part ies of the first part, ha VE hereunto set their hand and seal the day and year first above written.

Charles Beard (SEAL.)  
Fred Hull (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 21<sup>st</sup> day of November, A. D. 1896, before me, John M. Newlin, a Notary Public in and for said County and State, came Charles Beard

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 April 28, 1899 John M. Newlin Notary Public.

State of Kansas, } ss.  
Franklin County.

Be it Remembered That on this 23<sup>rd</sup> day of Nov, A. D. 1896, before me, J. F. Preshaw a Notary Public in and for said County and State, came Fred Hull a single 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.

J. F. Preshaw Notary Public  
My commission expires Apr. 29, 1899  
Recorded November 24, 1896 at 3<sup>30</sup> o'clock P.M.  
James Brooks Register of Deeds

The following is endorsed on the Original Indenture: This mortgage is hereby acknowledged having been paid in full, this mortgage is hereby released and the same thereby created is discharged. Witness my hand this 9<sup>th</sup> day of Dec. A. D. 1897 E. J. Parker

Recorded Oct 9, 1897

By Fred Brooks Register of Deeds

(L.S.)