

**This Indenture**, Made this 23<sup>rd</sup> day of February in the year of our Lord one thousand eight hundred and ninety seven between J. J. Hill, a single man of Lincoln in the County of Douglas and State of Kansas of the first part, and J. C. Baker of the same place, County and State of the second part,

**Witnesseth**, That the said party of the first part in consideration of the sum of \$575<sup>00</sup> Five Hundred and Seventy five 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:

The South Three Fourths of the North East Quarter of Section Nine Township Southern South Range Twenty East of the Sixth Principal Meridian (S. 3/4 N. E. 1/4 S. 9. 21, S. R. 20 E.)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said J. J. Hill 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 \$575<sup>00</sup> Five Hundred and Seventy five Dollars according to the terms of One certain Handwritten Note this day executed and delivered by the said J. J. Hill to the said party of the second part: payable three years after the above mentioned date with interest at six 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 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 J. J. Hill, or 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

J. J. Hill (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

**Be it Remembered**, That on this 23 day of February, A. D. 1897, before me, the undersigned, a Notary Public in and for said County and State, came J. J. Hill, 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.

My commission expires Dec 30 1899 Joseph Cliff Notary Public.  
Recorded March 1 A. D. 1897, at 10 o'clock A. M.

James Brooke  
Register of Deeds.

The following is indorsement of original instrument  
The state herein described having been paid in full this Mortgage is hereby released and the line thereby created discharged  
As Witness my hand this 25<sup>th</sup> day of September A.D. 1900.  
J. C. Baker  
Recorded Oct 9<sup>th</sup> 1900. J. J. Lawrence Register of Deeds.