

This Indenture, Made this Thirteenth day of April in the year of our Lord one thousand eight hundred and ninety seventy between Harriett M. Hamilton, a single person of Lawrence in the County of Douglas and State of Kansas of the first part, and George Beal, F. W. Barteldes & Max Wilhelm, Trustees and Executors of the estate of Fritz Schuman, deceased of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Fifty (\$50) DOLLARS, to her 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 their 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 North Half of Block Eight (8) in West Lawrence in the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Harriett M. Hamilton do hereby covenant and agree that at the delivery hereof 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 and that she will warrant and defend the same against all claims whatsoever

This grant is intended as a Mortgage to secure the payment of the sum of Fifty (\$50) Dollars according to the terms of One certain promissory note this day executed and delivered by the said Harriett M. Hamilton to the said parties of the second part: payable at the Lawrence National Bank Lawrence Kansas as follows to wit Fifty (\$50) dollars on the thirteenth day of April 1898 with interest thereon

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 parties of the second part their 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 parties of the second part their 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 parties making such sale on demand to the said Harriett M. Hamilton, her heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

J. R. Kenyon
J. D. Kenyon
STATE OF KANSAS,
Douglas County } ss.

Harriett M. Hamilton (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

Be it Remembered, That on this 14th day of April, A. D. 1897, before me, the undersigned, a Notary Public in and for the County and State, came Harriett M. Hamilton, who is personally known to me to me personally known to be the same person who executed the with (in) instrument, and duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public term expires May 29, 1898 J. R. Kenyon Notary Public.
Recorded April 15 A. D. 1897, at 9³⁰ o'clock A.M.

James Brooks
Register of Deeds.

The following is inclosed on Original Indentment
The note herein described having been paid in full, this mortgage is hereby released,
and the same hereby created discharged
As Witness my hand, this 20 day of July A.D. 1897

Witness and
Signature of Fritz
Schuman
George Beal
F. W. Barteldes
Max Wilhelm

Recorded July 20, 1897
By Fred Brooks Dep't of Reg'n of Deeds