

This Indenture, Made this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord one thousand eight hundred and ninety seven between Lizzie Hindman and S. W. Hindman husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and of J. B. Stump of the second part.

**Witnesseth,** That the said parties of the first part in consideration of the sum of Six Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have 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: Lots six (6) seven (7) and eight (8) on Seve in the City of Lawrence in said County and State as shown and designated by the recorded plat thereof

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lizzie Hindman and S. W. Hindman do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances of every kind and nature

This grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars (\$600.00) according to the terms of One certain promissory note this day executed and delivered by the said Lizzie Hindman and S. W. Hindman to the said party of the second part: J. B. Stump and payable in five years from the date thereof with interest thereon at the rate of nine percent per annum, payable annually from date until paid 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 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 Lizzie Hindman and S. W. Hindman, their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Hugh Blair

Lizzie Hindman (SEAL.)  
S. W. Hindman (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 20 day of May, A. D. 1897, before me, Hugh Blair, a Notary Public in and for said County and State, came Lizzie Hindman and S. W. Hindman, wife and husband to me personally known to be the same persons 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 25<sup>th</sup> Decr 1897 Hugh Blair Notary Public.  
Recorded May 20 A. D. 1897, at 5<sup>50</sup> o'clock P M.

James Brooks  
Register of Deeds

The following is entered on the original instrument -  
 The notes herein described having been paid in full, this mortgage is hereby released  
 and the said hereby created discharged. As witness my hand, this 14th day of Sept- A.D. 1900-  
 J. B. Stump  
 Attest: J. B. Stump  
 Recorded Sept- 15- 1900  
 J. B. Stump  
 Register of Deeds  
 By J. B. Stump Deputy

*(Signature)*