

This Indenture, Made this 30th day of June in the year of our Lord one thousand eight hundred and ninety eight between J. D. Harris and Mary Harris his wife of _____ in the County of Douglas and State of Kansas of the first part, and R. Ellen Hill of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Seventeen 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 her 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 East quarter of Section Twenty (20) Township Thirteen (13) Range Twenty one (21) East

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. D. Harris and Mary Harris his wife 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

This grant is intended as a Mortgage to secure the payment of the sum of Seventeen Hundred Dollars and the interest thereon

according to the terms of One certain Promissory note this day executed and delivered by the said J. D. Harris and Mary Harris to the said party of the second part: copy of Note \$1700. Cudora Kansas, June 3rd 1898. Five years after date I promise to pay to the order of R. Ellen Hill Seventeen Hundred Dollars with seven per cent interest per annum from date until paid first interest to be paid March 1st 1899 and semi-annually thereafter. Signed J. D. Harris, Mary Harris

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 her 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 her 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 Parties of the first part or their heirs and assigns.

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

Signed and delivered in presence of

Res. Stamp
50¢

J. D. Harris (SEAL.)

Mary Harris (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 30th day of June, A. D. 1898, before me, Charles A. Hill, a Notary Public in and for said County and State, came J. D. Harris and Mary Harris his wife 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 July 22^d 1900

Recorded July 28th A. D. 1898, at 1³⁰ o'clock P. M.

Charles A. Hill Notary Public.

R. B. Roman Register of Deeds.

The following is endorsed on the original Instrument
Release. The note herein described having been paid in full
this mortgage is hereby released and they have thereupon
executed and discharged it, as witnesses my hand,
this 22nd day of September A. D. 1900. R. Ellen Hill.
Attest Charles Hill.

Recorded Sept 28th 1900.
Attest my hand
Register of Deeds