

This Indenture, Made this Fifteenth day of November in the year of our Lord one thousand eight hundred and ninety Severn between H. B. Hines and M. C. Hines his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Henry Kleas, and Bennet Kleas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred and Seventy Five 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 parties 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: Lot Number Thirty Seven (37) on Fairfield Street in Doane Sub-division of Block Number Seven (7) in Carls addition to the City of Lawrence in said County of Douglas, and State of Kansas, according to the plat of said Sub-division recorded in Plat Book H. in the office of the Register of Deeds in said Douglas County.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 One Hundred and Seventy Five Dollars according to the terms of One certain promissory note this day executed and delivered by the said H. B. Hines, and M. C. Hines his wife to the said parties of the second part: Henry Kleas, and Bennet Kleas

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 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 of the second part to making such sale on demand to the said Harvey B. Hines, or his 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

Emma Hines
J. M. Spencer

STATE OF KANSAS, }
County of Douglas } ss.

H. B. Hines (SEAL.)
M. C. Hines (SEAL.)
(SEAL.)
(SEAL.)

Be it Remembered, That on this 15th day of November, A. D. 1897, before me, John M. Spencer a Notary Public in and for said County and State, came H. B. Hines, and M. C. Hines 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 Sept. 5, 1900
Recorded September 8 A. D. 1898, at 1²⁰ o'clock P. M.

H. B. Dorman
Register of Deeds.

(The following is endorsed on the original instrument.)
The notes herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand this January 1 1898

Henry Kleas
Bennet Kleas

Recorded Jan. 3rd 1898
John L. Lawrence
Register of Deeds
Geo. B. Hager clerk

