

This Indenture, Made this 30<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and ninety Eight between Dora B. Hester and her husband J. S. Hester of Lawrence in the County of Douglas and State of Kansas of the first part, and Addie A. Morse of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 Lot Numbered Sixty Five (65) on Tennessee St. in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 7 of the first part therein. And the said Dora B. Hester do hereby covenant and agree that at the delivery hereof She 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 Four Hundred Dollars and interest thereon

According to the terms of One certain Note this day executed and delivered by the said Dora B. Hester and J. S. Hester to the said part 7 of the second part:

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 part 7 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 part 7 making such sale on demand to the said Dora B. Hester her 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

Dora B. Hester (SEAL.)

J. S. Hester (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 30<sup>th</sup> day of September, A. D. 1898, before me, James Brooks, a Notary Public in and for said county and State, came Dora B. Hester and J. S. Hester, husband and wife 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 Nov. 4, 1901 James Brooks Notary Public.

Recorded October 10<sup>th</sup> A. D. 1898, at 3<sup>30</sup> o'clock P.M.

L. P. Homan  
Register of Deeds.

The following is a record and such original instrument  
the 20th heretofore described having been paid in full of the mortgage  
is hereby released and the title is hereby cleared and returned  
As witness my hand at Lawrence, Mo. this 10th day of March A. D. 1899  
L. P. Homan

Recorded March 31<sup>st</sup> 1899  
L. P. Homan Register of Deeds