

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 27<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety Nine between Peter Voorhees, an unmarried man, of the County of Douglas and State of Kansas of the first part, and Chester C. Hayes, of Wandanigua, New York, of the second part,

**Witnesseth,** That the said party of the first part in consideration of the sum of Six Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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: The South half of the South West quarter of the North West quarter of Section No. Twenty Seven (27) in Township No. Twelve (12) South of Range No. Nineteen (19) East of the 6<sup>th</sup> P.M. Also the North half of the South West quarter of the North West quarter of Section No. Twenty Seven (27) in Township No. Twelve (12) South of Range No. Nineteen (19) East of the 6<sup>th</sup> P.M.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part doth hereby covenant and agree that at the delivery hereof he 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 he will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs or assigns forever against all persons lawfully claiming the same

This grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars

according to the terms of One certain Mortgage note this day executed and delivered by the said party of the first part to the said party of the second part: Due in five years with interest from date to maturity as evidenced by coupons attached thereto and interest after maturity or default at the rate of ten percent per annum until fully paid in cash or by sheriff's deed to above described property together with possession thereof. 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 his 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 Party of the first part, his heirs and assigns.

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

Signed and delivered in presence of

Peter Voorhees (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.



Be it Remembered, That on this 27<sup>th</sup> day of February, A. D. 1899, before me, James Brooks a Notary Public in and for said county and State, came Peter Voorhees, an unmarried man

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

Recorded February 27<sup>th</sup> A. D. 1899, at 7<sup>10</sup> o'clock P.M.

James Brooks  
Notary Public.  
H. B. Foxman  
Register of Deeds.

The following is indorsed on the original instrument:  
The Notes herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.  
At Witness my hand, this 24<sup>th</sup> day of February A. D. 1904  
Chester C. Hayes, by  
Frank H. Hamilton, his  
attorney in fact.

Recorded Jan 21 1910  
Floyd L. Lawrence  
Register of Deeds.