

This Indenture, Made this 13<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and ninety nine between E. J. Hill and Rosa D. Hill husband and wife of Decouplow in the County of Douglas and State of Kansas of the first part, and B. H. Leslie of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of Two Thousand (2000<sup>00</sup>) 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 twenty nine (29) thirty (30) thirty one (31) thirty two (32) thirty three (33) thirty four (34) thirty five (35) thirty six (36) thirty seven (37) and thirty eight (38) all in Block thirty eight (38) in Decouplow, Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said E. J. Hill and Rosa D. Hill, husband and wife do hereby covenant and agree that at the delivery hereof they are 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 Two Thousand (2000<sup>00</sup>) dollars according to the terms of one certain Note dated Sept. 1<sup>st</sup> 1899 this day executed and delivered by the said E. J. Hill and Rosa D. Hill, husband and wife to the said party of the second part: B. H. Leslie

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 heirs 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 part 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 cost 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 E. J. Hill and Rosa D. Hill or their heirs and assigns.

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

Signed and delivered in presence of

A. V. Sharpe

E. J. Hill  
Rosa D. Hill

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

**Be it Remembered,** That on this 13<sup>th</sup> day of Sept., A. D. 1899, before me, A. V. Sharpe, a Notary Public in and for said county and State, came E. J. Hill and Rosa D. Hill 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 Oct. 1<sup>st</sup> 1900

Recorded Sept. 16<sup>th</sup> A. D. 1899, at 9<sup>52</sup> o'clock Am.

A. V. Sharpe

Notary Public.

L. J. Maxman

Register of Deeds.

The note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 23<sup>rd</sup> day of September, A. D. 1899.  
Legalia A. Leslie  
of the estate of Henry A. Leslie  
decedent  
A. J. Tucker



Rec. Stamp 511

Recorded Aug 28 1900  
 Lloyd L. Lawrence  
 Register of Deeds