

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 27 day of November in the year of our Lord one-thousand eight hundred and ninety nine between Maggie Busby a widow of Lawrence in the County of Douglas and State of Kansas of the first part, and Henry Klaas and Bernard Klaas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and Twenty five DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said party 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: The northeast quarter of the northeast quarter of the southeast quarter of Section No. Twenty five (25) in Township No. Twelve (12) South of Range No. eighteen (18) East of the 6<sup>th</sup> P. M. Ten acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Maggie Busby do hereby covenant and agree that at the delivery hereof she 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

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and Twenty five Dollars according to the terms of her certain note this day executed and delivered by the said Maggie Busby to the said party of the second part: Three years after date with 8% per annum.

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 of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Maggie Busby, her heirs and assigns.

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

Signed and delivered in presence of  
Note stamped accordingly to law.  
STATE OF KANSAS, } SS.  
County of Douglas

Maggie Busby (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

Be it Remembered, That on this 27 day of November, A. D. 1899, before me, \_\_\_\_\_, a Notary Public in and for said county and State, came Maggie Busby 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 Jan 28 1902. L. S. Stahl Notary Public.  
Recorded November 27 A. D. 1899, at 2 o'clock P. M. Lawrence, Kansas

H. Maxman Register of Deeds.



The following is inclosed on the original instrument  
The Note herein described having been paid in full this Mortgage  
is hereby released and discharged hereby created discharged  
as witness my hand this 6<sup>th</sup> day of May A. D. 1901  
Henry Klaas  
Bernard Klaas  
Recorded May 6<sup>th</sup> 1901  
Maxman Register of Deeds