

This Indenture, Made this Twentieth day of November in the year of our Lord one thousand eight hundred and ninety nine between Harrah B. Cluff and Benjamin F. Cluff her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Anna F. Clark of the second part,

Witnesseth, That the said part of of the first part in consideration of the sum of Eighty 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 part of 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 The lot numbered Twenty 20 in Block number Thirteen Burdaces second addition to the City of Lawrence Kansas

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 except one mortgage dated Oct. 17<sup>th</sup> 1897 given to Anna F. Clark for the sum of Three hundred and twenty five dollars

This grant is intended as a Mortgage to secure the payment of the sum of Eighty five dollars

according to the terms of One certain Mortgage note this day executed and delivered by the said Harrah B. Cluff and Benjamin F. Cluff to the said part of of the second part: Due on the 17<sup>th</sup> day of October 1897 with interest from date to maturity or default as evidenced by coupon attached to said note and interest to the maturity or default at the rate of ten per cent per annum until fully paid 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 of 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 part of 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the part of making such sale on demand to the said parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

STATE OF KANSAS, } SS.  
County of Douglas

Be it Remembered, That on this 15<sup>th</sup> day of December, A. D. 1897, before me, L. H. Correll, a Notary Public in and for said county and State, came Harrah B. Cluff and Benjamin F. Cluff her husband 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. 16<sup>th</sup> 1901 L. H. Correll  
Recorded December 15<sup>th</sup> A. D. 1897, at 4<sup>10</sup> o'clock P. M. Notary Public.

L. H. Correll  
Register of Deeds.

The following is endorsed on the original instrument -  
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.  
Attest: Harrah B. Cluff Benjamin F. Cluff  
May - 20<sup>th</sup> - 1902  
By Ellis B. Norman, Deputy.

Recorded - May - 20<sup>th</sup> - 1902 -  
By Ellis B. Norman, Deputy.