

executors, administrators, or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraised or otherwise, and whether 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 sale, to retain the amount then due according to the provisions of this instrument together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale on demand to the said H. C. Hill his heirs or assigns. In testimony whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Rec. Stamp 250

H. C. Hill (seal)

Acknowledgment.

Ella S. Hill (seal)

State of Kansas, Douglas County, D.S.

Be it remembered that on this 22^d day of September A.D. 1879, before me Geo. A. Banks, a Notary Public in and for said county and State, came H. C. Hill and Ella S. Hill, husband and wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same. In witness whereof, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

G.A.B.

Geo. A. Banks.

Notary Public.

My commission expires Dec. 1, 1900.

Recorded September 23^d, A.D. 1879, at 12²⁰, o'clock, P.M.

H. B. Foxman

Register of Deeds.

This indenture, made this 25th day of September, in the year of our Lord one thousand eight hundred and ninety nine, between Mollie E. Asher and H. B. Asher husband and wife of Lawrence in the county of Douglas and State of Kansas, of the first part, and Julius Friend of the second part, witnesses, that the said parties of the first part in consideration of the sum of Five hundred and seventy-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 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: Lot number eighty-two (82) on Chickney Street in block number fifty-four (54) in that part of the City of Lawrence known as West Lawrence - the homestead of the parties of the first part, with 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Five hundred and seventy-five dollars, due and payable in five years from date hereof, with interest thereon from date at seven per cent per annum, according to the terms of one certain promissory note this day executed and delivered by said Mollie E. Asher and H. B. Asher with ten interest coupons attached to said note, to the said party of the second part; and

For release of first mortgage

The following is enclosed on the original instrument.