

This Indenture, Made this 25th day of January in the year of our Lord one thousand eight hundred and eighty Four between Harvey B. Hines and M. C. Hines his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and S. S. Learned of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of One Hundred 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 No. Thirty Seven (37) on Garfield Street in Doane's Sub Division of Block No Seven (7) Earle's Addition to the City of Lawrence with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Grantors 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.

This Grant is intended as a Mortgage, to secure the payment of the sum of One Hundred Dollars due one year after date with interest at 10% according to the terms of one certain note this day executed and delivered by the said Harvey B. Hines & M. C. Hines to the said party of the second part: and this conveyance shall be void if such payment 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 shall become due and payable, and it shall be lawful for 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

The debt hereby secured is fully paid and satisfied and the mortgage discharged. Witness my hand this 25th day of January 1885. S. S. Learned.

Attest:

W. J. Hornum, Register of Deeds