

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.

This grant is intended as a mortgage to secure the payment of the sum of Eleven Hundred Dollars according to the terms of two certain notes this day executed and delivered by the said Sue M. and R. E. Hamill to the said parties 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 be 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 parties of the second part their 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 parties of the second part their executors administrators or assigns and out of all the money arising from such sale to retain the amount then due for principal and interest 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 Sue M. Hamill or to her heirs and assigns.

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

Sue M. Hamill 

R. E. Hamill 

State of Kansas, Douglas County, ss.

Be it Remembered That on this ninth day of April A. D. 1884 before me L. D. B. Tish a notary Public in and for said County and State came Sue M. Hamill and R. E. Hamill 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 subscribed on

The following is a true and correct copy of the original instrument. The Note herein described having been paid in full the mortgage is hereby released and the lien thereby created discharged.

March 27th 1884
Recorded March 28th 1884 at 12 o'clock P.M. James Bruns to Regd. Clerk
By A. H. Carman, Deputy