

MORTGAGE RECORD

P. T. Peley, Blank Book Manufacturer, Law Press, Kans.

This Indenture, Made this 25th day of March in the year of our Lord one thousand eight hundred and eighty nine between Harry C. Jay and Eliza J. Jay his wife both of the County of Douglas and State of Kansas of the first part, and G. J. Blair of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eleven hundred and Seventy five & 10/100 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 her heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas State of Kansas, described as follows, to-wit: The South West quarter 1/4 of Section number Twenty Nine 29 in Township fourteen 14 N. of Range Twenty 20 W. in said County, and State containing by admeasure ment One hundred and sixty acres the same more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

Harry C. Jay and Eliza J. Jay 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 Mortgages of \$1500 to E. M. Shuler dated 29 June 1888 a Mortgage of \$2500 dated 29 June 1888 of W. C. Howard also another Mortgage of \$2500 dated 29 June 1888 of H. B. Blair and also other mortgages of \$2500 dated 29 June 1888 of H. B. Blair being under the same agreement that when said instrument the said Mortgage of \$1500 fully paid and satisfied then this Mortgage shall be considered paid but not otherwise. This grant is intended as a Mortgage to secure the payment of the sum of Eleven hundred and Seventy five and 10/100 dollars

according to the terms of Three certain Promissory Notes this day executed and delivered by the said Parties of the first part to the said party of the second part for \$2500 and \$2500 and \$2500 each respectively payable six months after date at Merchants National Bank's residence in 12 1/2% interest from date

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 Parties of the first part their heirs and assigns.

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

Signed and delivered in presence of Harry C. Jay (SEAL.) Eliza J. Jay (SEAL.) G. J. Blair (SEAL.)

STATE OF KANSAS } ss. County of Douglas }

Be it Remembered, That on this 25th day of March, A. D. 1889, before me, Hugh Blair, a Notary Public in and for said County and State, came Harry C. Jay and Eliza J. Jay his wife to me personally known to be the same person s 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 25 Dec 1889. Hugh Blair Notary Public.

Recorded March - 25 - A. D. 1889, at 6 o'clock P. M.

James Brooks Reg. later of Iowa.

Vertical handwritten notes on the left margin: 'This Mortgage is voided on the original instrument in consideration of full payment of the within mortgage I hereby release the same this 30th day of November 1889 G. J. Blair agent for C. J. Blair the Mortgagee' and 'Recorded in volume 30 of 1889'.