

## MORTGAGE RECORD

P. A. Foley, Blank Book Manufacturer, Lawrence, Kas.

This Indenture, Made this 26<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and eighty nine between William Hunter a widower of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Hugh Blair of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth 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 Fifty five (55) on Delaware street in the City of Lawrence Kansas. A part of the North East quarter (NE 1/4) of Section Number Thirty one (31) in Township Number Twelve (12) of Range Number Twenty in said County and State. Better described as follows: Commencing at the South West Corner of Lot Number Fifty Five (55) on Delaware street in the City of Lawrence Kansas (as also described) Thence running East one hundred and seventy (170) feet then north fifty (50) feet then West eighty and 81 feet. Then North fifty (50) feet to the North East corner of Lot Number Fifty (50) on Pennsylvania street with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said William Hunter does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances save a mortgage to W. R. Williams for \$160.00 dated 15<sup>th</sup> Decr 1882 on said part N. 26<sup>th</sup> 31-12-82.

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred and Fifty Dollars according to the terms of One certain promissory note this day executed and delivered by the said William Hunter and A. J. Gray to the said party of the second part:

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 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 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 party of the first part his heirs and assigns.

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

Signed and delivered in presence of

N. A. Peave

Having been first read over and explained to the said William Hunter who said he understood the same and made his mark hereon in my presence

STATE OF KANSAS,

ss.

County of Douglas

Be it Remembered, That on this 26<sup>th</sup> day of August, A. D. 1882, before me, N. A. Peave, a Notary Public in and for said County and State, came William Hunter a widower

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 21<sup>st</sup> June 1891.

N. A. Peave

Notary Public.

Recorded August 26<sup>th</sup> A. D. 1882, at 4:30 o'clock P. M.

James Brooke  
Reg. later of Iowa

I hereby acknowledge this instrument of this mortgagor and authorize the Registrar of Deeds to record the same by record. Date this 8<sup>th</sup> Oct. 1892. Approved

James Brooke  
Reg. later of Iowa

E. L. S.