

This Indenture, Made this 21st day of October in the year of our Lord one thousand eight hundred and eighty eighty between John C. Jenkins and Jennie C. Jenkins his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Wm. H. Blair, of Lawrence, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eighty one 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: 10 acres off the North end of that portion of the South West fraction of Section No. 22 in Township No. 12 North of Range No. 2 East of the 6th Meridian of the West boundary line of the Lawrence Reservation said to acre being otherwise described as the North 10 acres of the 10 pr. 2 of Sec. 22 as above said in the South East 1/4 of Section No. 22 in Township No. 12 North of Range No. 2 East of the 6th Meridian 10 acres said tract named property being the homestead of the said parties of the first part

with all the appurtenances, and all the estate, title and interest of the said party 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 save prior mortgages noted in the public records of the County of Douglas and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Eighty one Dollars according to the terms of 10 certain Mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part:

payable as follows Eight and 10 Dollars on the 1st day of April and October in each year until said sum of Eighty one Dollars is fully paid, with interest after maturity or default at the rate of ten per cent per annum.

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 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

J. W. Jenkins (SEAL.)

Jennie C. Jenkins (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 21st day of October, A. D. 18 90, before me, J. E. Benson, a Notary Public in and for said County and State, came John C. Jenkins and Jennie C. Jenkins his 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Jan'y 20th 1891. J. E. Benson Notary Public.

Recorded Oct 21 A. D. 18 90, at 4⁵⁵ o'clock P. M.

James Brooks Register of Deeds.

The following is endorsed on the original instrument:
 This mortgage is hereby released and the lien
 thereon is hereby discharged. As witness my hand, this 14th day of September A.D. 1907.
 Wm. H. Blair
 Recorded Sept. 14, 1907 -
 J. E. Benson
 Register of Deeds - Douglas County, Kansas

The following is endorsed on the original instrument:
 The note herein described having been paid in full this mortgage is hereby released and
 the lien thereon is hereby discharged. As witness my hand, this 4th day of February A.D. 1891.
 Recorded Feb. 4, 1891