

This Indenture, Made this Eighth day of October in the year of our Lord one thousand eight hundred and eighty ninety between James R. Hill and Albra Hill his wife both 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 parties of the first part in consideration of the sum of Two 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: Half lot two acres of the North three fourths (3/4) of the following described parcel of land commencing by (10) rods West of the South East corner of the North East quarter (1/4) of Section number thirty (30) in Township number twelve (12) South of Range number twenty (20) East. Thence running North forty (40) rods, thence West twelve (12) rods, thence South forty (40) rods, thence East twelve rods to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part (s) of the first part therein. And the said James R. Hill and Albra Hill they and each of them 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 and except a certain Mortgage of \$300 made by Donald Baldwin to Larson Barton dated 15th Decr. 1877 drawing interest due 1st Decr. 1878 and all interest prior to 25th June last

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred dollars according to the terms of one certain Bond or note this day executed and delivered by the said parties of the first part to the said party of the second part: due and payable in one year from the date thereof

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

Hugh Blair

James R. Hill (SEAL.)

Albra Hill (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 5 day of October, A. D. 1891, before me, W. D. Carpenter, a Notary Public in and for said County and State, came James R. Hill and Albra Hill 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 April 2nd 1894. W. D. Carpenter Notary Public.

Recorded Oct 25 A. D. 1891, at 4⁵⁵ o'clock P.M.

James Branta Register of Deeds.

The following is endorsed on the original instrument
 in note secured by this mortgage having been paid in full therefor
 this mortgage is hereby cancelled and the receipt of deeds is authorized to
 record in the name of record dated 12th Nov. 1891
 Hugh Blair
 Register of Deeds

The following is endorsed on the original instrument
 the note having been cancelled having been paid in full this mortgage is hereby canceled and the
 receipt of deeds is authorized to record in the name of record dated 21st October, A. D. 1890
 Recorder November 21st 1890