

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 23 day of June in the year of our Lord one thousand eight hundred and Ninety One between M. H. Lane a Widow of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Blair of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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 and State of Kansas, described as follows, to-wit: Commencing One hundred and thirty three (133) feet North of the South West corner of Block Three (3) in Earl's Addition to the City of Lawrence in said County and State, thence North on Delaware Street to a point due West of the center of said Block Three (3) thence East to the center of said Block Three (3) thence South One hundred and sixty seven (167) feet thence due West three hundred (300) feet to the place of beginning being the North One hundred and sixty seven (167) feet of the South West quarter of said Block Three (3) in Earl's Addition to the City of Lawrence according to the plat of said Addition with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
M. H. Lane
doth hereby covenant and agree, at the delivery hereof that 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

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars according to the terms of a certain Promissory Note this day executed and delivered by the said M. H. Lane to the said party of the second part: payable one year after date to order of party of second part with interest at 10% payable semi-annually

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 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, hath hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

M. H. Lane

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 23 day of June, A. D. 1891, before me Hugh Blair, a Notary Public in and for said County and State, came M. H. Lane an unmarried man

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 23 Decr — 1893Hugh Blair

Notary Public,

Recorded June — 26 — A. D. 1891, at 11 o'clock A — M.James Brooks

Register of Deeds

The following is indexed on the original instrument
Lawrence Kansas 16 July 1894
Received of M. H. Lane the within named Mortgage of the sum of four hundred and 00 Dollars in full satisfaction of the within Mortgage
E. J. Blair
Recorded Feb 23. 1898

\$400.00