

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 25<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and Ninety One between Henry Clay & Clara A. Clay his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and E. G. 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 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: lots No 49 and 50 in North East Central Sub-division in North Lawrence in the City of Lawrence Douglas County Kansas and said Sub-division is further described as being in the West quarter (1/4) of Section twenty nine (29) in Township twelve (12) of Range twenty (20) in said County and State

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Henry Clay & Clara A. Clay do hereby covenant and agree, at the delivery hereof they are 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 two hundred Dollars according to the terms of Two certain Promissory Notes this day executed and delivered by the said Henry Clay & Clara A. Clay to the said party of the second part: One note for \$100.00 and for \$50.00 payable twelve months after date to order of party of second part with interest at 10% from date 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 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

Jennie Watt  
Having first been explained to the parties of the first part who said they understood the nature and contents of their said mortgage in my presence

Henry Clay (SEAL.)  
Clara A. Clay (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 25<sup>th</sup> day of Nov, A. D. 1891, before me Eugene Blair, a Notary Public in and for said County and State, came Henry Clay and Clara A. Clay 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 28<sup>th</sup> Dec 1893 Eugene Blair Notary Public.  
Recorded Nov 28 A. D. 1891, at 10 o'clock A. M.

James Brooks Register of Deeds

*The following is endorsed on the original instrument  
In consideration of full payment of the within mortgage  
I hereby release the same this 2<sup>nd</sup> day of October 1893  
E. G. Blair*

*Recorded October 30<sup>th</sup> 1893  
James Brooks  
Register of Deeds*