

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 9th day of December in the year of our Lord one thousand eight hundred and Ninety One between Horace D. Seely and Ida J. Seely his wife 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 parties of the first part in consideration of the sum of One hundred twenty five 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: The West one hundred twenty (20) acres of the North West quarter (1/4) of Section No thirty two (32) in Township No thirty seven (37) of Range No. Twenty (20) East of 6th P.M. in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties 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 except a mortgage of \$250. dated 4th April 1891 and due 4th April 1896 to Granville Yager.

This grant is intended as a Mortgage to secure the payment of the sum of One hundred twenty five Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said parties of the first part to the said party of the second part: Payable six months after date to order of party of second part at the Merchants Natl Bank with 10% interest from date

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, on any part thereof, in the manner prescribed by law, appraisalment 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

Jennell Watt

Horace D. Seely
Ida J. Seely

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 9th day of Dec, A. D. 1891, before me Hugh Blair, a Notary Public in and for said County and State, came Horace D. Seely and Ida J. Seely 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 28th Dec 1893

Hugh Blair

Notary Public.

Recorded Dec 10 A. D. 1891, at 10¹⁵ o'clock A M.

James Brooks

Register of Deeds

The following is entered on original instrument.
 Received of H. D. Seely the within named mortgage for the sum of One hundred twenty five Dollars in full satisfaction of the within mortgage.
 Recorded Feb. 3, 1894 at 7 o'clock P.M. James Brooks Register of Deeds
 E. J. Blair