

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 20th day of July in the year of our Lord one thousand eight hundred and Ninety One between Malvina Fisher 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 One hundred ten DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doh 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: lot number seventy seven 77 on New Jersey Street in the City of Lawrence, Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Malvina Fisher doh hereby covenant and agree ^{that} at the delivery hereof she 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 One hundred ten Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Malvina Fisher to the said party of the second part her payable twelve months after date to order of party of second part with 10% interest 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, 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 Party of the first part heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Malvina Fisher (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 20th day of July, A. D. 1891, before me Hugh Blair a Notary Public in and for said County and State, came Malvina Fisher widow

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 28th Dec — 1893Recorded Dec — 10 — A. D. 1891, at 11 o'clock A — M.

Notary Public.

Hugh Blair
James Brooks Register of Deeds

The following is indorsed on the original instrument
\$38.00 Lawrence May 7 Feb 1894 Received of Malvina Fisher the within named mortgage
the sum of thirty eight and no dollars, in full satisfaction of the within mortgage
E. J. Blair

Recorded February 16 1894
James Brooks
Register of Deeds

