

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Ninth day of December in the year of our Lord one thousand eight hundred and Ninety between Samuel Schuler an unmarried man 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 party of the first part in consideration of the sum of Three 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 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: Lot numbers one hundred and sixty seven (67) one hundred and sixty nine (69) and one hundred and seventy one (71) Block number four (4) in that part of 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 Party of the First Part doth hereby covenant and agree, ^{that} at the delivery hereof 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 save and except a certain mortgage of \$600 made by George Ellston wife to Mary J. Smith dated 15th June 1890 with 8% interest

This grant is intended as a Mortgage to secure the payment of the sum of

Three hundred Dollars

according to the terms of two certain Promissory notes this day executed and delivered by the said Party of the First Part to the said party of the second part: 1st \$500 each payable twelve months after date to order of party of second part at 8% 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 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 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

Jennie Watt

Samuel Schuler

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 9th day of December, A. D. 1890, before me James M. Hendry, a Notary Public in and for said County and State, came Samuel Schuler 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 Aug 1st 1893

Recorded Dec 10 A. D. 1891, at 11 o'clock A. M.

James M. Hendry

Notary Public.

James Brooks

Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 18th day of December, 1890
Hugh Blair

Witness my hand and seal of office
James M. Hendry

