

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 19<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and Ninety One between Joseph Pittman and Lucan Pittman his wife of the County of Baldwin in the County of Douglas and State of Kansas of the first part, and Hugh Blair of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 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: lots numbers sixty eight (68) and seventy (70) on Fremont Street and the North sixty nine (69) feet of lot numbers sixty seven (67) and sixty nine (69) on Crow Street in Baldwin, 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 parties of the first part do hereby covenant and agree, at the delivery hereof, that 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 save except a certain mortgage of \$700 dated 7<sup>th</sup> Nov. 1890 for 5 years with interest at 10% made to James Murray and assigned by him to Executors of William Crozier's estate

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred 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 two years after date in order of party of second part at the Merchants Natl Bank Lawrence with interest at 10% payable quarterly

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 parties of the first part 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

Joseph Pittman  
Lucan Pittman

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 19<sup>th</sup> day of October, A. D. 1891, before me Charles Chadwick, a Notary Public in and for said County and State, came Joseph Pittman and Lucan Pittman his wife 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 Sept 11 1895 Charles Chadwick Notary Public.  
Recorded Dec 10 A. D. 1891, at 11<sup>50</sup> o'clock A. M. Douglas Co. Mo.

James Brooks Register of Deeds

In following endorsed on original instrument.

In consideration of full payment of the within mortgage I hereby release the same this 16 day of December, 1891.

Hugh Blair  
Recorded Dec 16, 1891 at 3 o'clock P. M. James Brooks Register of Deeds  
By H. W. Carman Deputy