

This Indenture, Made this 19th day of December in the year of our Lord one thousand eight hundred and ninety one between Edward Black and Martha Black his wife of the Township of Endora 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 thirty seven 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 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: Beginning at a point on the North line of the N. E. quarter of Section 13 in Township 13 of Range 20 in the middle of the Wakarusa Creek where said section line crosses said creek making the N. E. corner of said land hereby described; thence running direct to said section line to the middle of the Wakarusa Creek making the W. corner of said land hereby described thence following in the middle of said creek N. E. of the place of beginning being four acres more or less and exactly the same and added to said Black by Wm. Saunders and Sarah H. Saunders his wife on 15th December 1871 and recorded 6th January 1872 in Register's Office for Douglas County, Kansas in Deed Book 6 at Page 102 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, they are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred thirty seven Dollars according to the terms of A 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 twelve months after date to order of party of second part at the Merchants Hall Bank with 10 cent 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 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

Jenniel Watt
Having first been explained to the parties of the first part who said they understood the same and made their marks here in my presence

STATE OF KANSAS, } ss.
County of Douglas

Edward Black (SEAL.)
Martha Black (SEAL.)
(SEAL.)
(SEAL.)

Be it Remembered, That on this 19th day of December, A. D. 1891, before me John W. Loope, a Notary Public in and for said County and State, came Edward Black and Martha Black 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 April 25th 1895 John W. Loope Notary Public.
Recorded Dec 22 A. D. 1891, at 30 o'clock P. M.

James Brooks
Register of Deeds

The following is endorsed on the original instrument -

In consideration of full payment of the within mortgage

Thereby release the same this

26th day of June 1892

Hugh Blair

Recorded first 30th Nov.
Said grant Registered of Deeds
By John W. Loope Notary Public

