

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifth day of April in the year of our Lord one thousand eight hundred and ninety-two between John L. Speraw and Lydia L. Speraw husband and wife of Palmyra Township 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 Three hundred and Ninety One & 5/100 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: Tract of land in the North West fractional quarter of Section Number Nineteen (19) in Township Number Fourteen (14) of Range Number Twenty-two in County and State aforesaid

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 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 and except a certain mortgage to the Merchants National Bank of Lawrence, Kansas, for \$500.00 due and payable in three years from date hereof

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred and Ninety One & 5/100 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 and payable in one year from date at the Merchants National Bank of Lawrence, Kansas, interest payable on the fifth day of April and October in each year, according to the terms of said note

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, appraisement 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 her 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
E. J. Blair
Having been first read over and explained to said
Lydia L. Speraw who said she understood the same and
marked her mark here to in my presence

John L. Speraw (SEAL.)
Lydia L. Speraw (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 5th day of April, A. D. 1892, before me E. J. Blair, a Notary Public in and for said County and State, came John L. Speraw and Lydia L. Speraw husband and 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 Decr 1893 E. J. Blair Notary Public.
Recorded April 5 A. D. 1892, at 5³⁵ o'clock P M.

James Brooks Register of Deeds

The following is endorsed on the original instrument -
The note herein described having been paid in full, this mortgage is hereby released, and the law thereby created, discharged. As witness my hand, this 5th day of August A.D. 1893 -
E. J. Blair
Attest: E. J. Blair

Recorded April 27 1911
By W. B. D. D.
Deputy -