

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Eighth day of April in the year of our Lord one thousand eight hundred and ninety two between Olof Nelson and Emma Nelson husband and wife 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 parties of the first part in consideration of the sum of One hundred and Ninety One & 2/10 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: The South One Third (1/3) of Lot Number One hundred and Six (106) in Massachusetts District in the City of Lawrence, Douglas County, Kansas

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 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 and Ninety One & 2/10 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 cash from date thereof at the Merchants National Bank Lawrence, Kansas, with interest payable semi-annually from date 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 heirs 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 heirs and 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

E. J. Blair

Olof Nelson

Emma Nelson

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas

ss.

Be it Remembered, That on this 11th day of April, A. D. 1892, before me E. J. Blair, a Notary Public in and for said County and State, came Olof Nelson and Emma Nelson 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 25th December 1892

Recorded April 11 A. D. 1892, at 3 o'clock P M.

E. J. Blair

Notary Public.

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 loan thereby created discharged
As witness my hand, this 13th day of May, A. D. 1895,
E. J. Blair
Recorded May 13th 1895
James Brooks
Register of Deeds