

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 13<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety two between Thomas Franklin Dewalt, an unmarried man of the Town of Willow Springs 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 One Hundred and Fifty 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: A undivided one twelfth (1/12) interest in the East half (1/2) of the South East quarter (1/4) of Section Number Twenty (20) in Township Fourteen (14) Range Eleven (11) in Douglas County, Kansas, being all his interest in said eighty acres of land as her of Michael Dewalt deceased.

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 at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances so far as his interest in said land is concerned and

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred and Fifty Dollars according to the terms of One certain promissory note dated 27<sup>th</sup> of May 1891 this day executed and delivered by the said Thomas Franklin Dewalt and Sarah Dewalt his mother to the said party of the second part: and payable on the 27<sup>th</sup> day of May 1892 at the Merchant National Bank in Lawrence, Kansas, to the order of said second party bearing ten percent from date until paid.

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 Thomas Franklin Dewalt his heir and assigns it being understood and agreed that this mortgage is taken as an additional security for a promissory note and chattel mortgage securing same.

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

H. H. Cairns

Thomas Franklin Dewalt (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 13<sup>th</sup> day of May, A. D. 1892, before me H. H. Cairns, a Notary Public in and for said County and State, came Thomas Franklin Dewalt 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 1<sup>st</sup> April 1896 H. H. Cairns Notary Public.

Recorded May 13 A. D. 1892, at 1<sup>st</sup> 30 o'clock A. M.

James Brooks  
Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 13<sup>th</sup> day of May, 1892.

Attest H. W. Carmean Deputy Register of Deeds.