

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 27th day of May in the year of our Lord one thousand eight hundred and ninety two between Sarah Oswald widow and Thomas Oswald her son, a single man, both of Wilcox Spring Township 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 One Hundred and fifty 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: Their undivided several twelfth (1/12) interest, share or part in the South East quarter (1/4) of the South East quarter (1/4) of Section number fourteen (14) in Township fourteen (14) of Range number eleven (11) in Douglas County, Kansas and the East Sixteen (16) acres of the South Thirty Two (32) acres of the South East quarter (1/4) of Section number twenty (20) in Township and Range for said four (4) acres and One Hundred and twenty seven (127) rods off the West end of said sixteen (16) acres.

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} 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 fifty dollars according to the terms of One certain Note this day executed and delivered by the said Sarah Oswald and Thomas Oswald to the said parties of the second part, and payable one year after date, to the order of party of the second part, at the Merchants National Bank, 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 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 seal the day and year first above written.

Signed and delivered in presence of

H. H. PeairsSarah Oswald

(SEAL.)

Thomas Oswald

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 27th day of May, A. D. 1872, before me H. H. Peairs, a Notary Public in and for said County and State, came Sarah Oswald widow, and Thomas Oswald a single man 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 11th April 1896.H. H. Peairs

Notary Public.

Recorded June 1 A. D. 1892, at 2⁴⁵ o'clock P. M.

James Brooks
Register of Deeds

The following is indorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the line thereby created discharged.
Attest (As witness my hand, this 20th day of March A. D. 1894)
James H. Peairs

Recorded December 29th 1896
James H. Peairs