

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25th day of June in the year of our Lord one thousand eight hundred and ninety two between Fred W. Ott and Clara Ott his wife of the Township of Tudora 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 Four hundred and forty three $\frac{30}{100}$ 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: The South sixty (60) acres of the East eighty (80) acres of the North East quarter (1/4) of Section 12 in Township 13 of Range 20 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 have Mortgage of \$1600 to E. J. Blair and another for \$700 to Charles Pilla

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred and forty three $\frac{30}{100}$ dollars according to the terms of Two certain promises or notes this day executed and delivered by the said Parties of the First Part to the said party of the second part: payable \$243 $\frac{30}{100}$ in eight months from date and \$200 $\frac{30}{100}$ in 12 months from date with interest at rate of 10% per annum

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 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

Eugene BlairFred W. Ott

(SEAL.)

Clara Ott

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 25th day of June, A. D. 1892, before me Eugene Blair, a Notary Public in and for said County and State, came Fred W. Ott and Clara Ott 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 28th Decr 1893Eugene Blair

Notary Public.

Recorded June 30 A. D. 1892, at 10 ²⁰ o'clock P M.

James Brooks
Register of Deeds

In consideration of full payment of the within mortgage I hereby release the sum of this 25th day of August 1910 E. J. Blair

Attest
Floyd L. Lawrence
Register of Deeds