

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 12<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and Ninety Two between Margaret Ann Fishback and John Fishback her husband of Lawrence 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: Lot No. Six (6) in Block No. Six (6) in that part of the City of Lawrence known as South 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 state 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 payable three years after date 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 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 or their heirs and assigns.

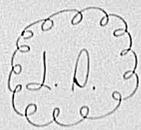
In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of Jennie Hall Having first been explained to the said John Fishback who said he understood the same and made his mark here in my presence.

Margaret Ann Fishback (SEAL.) John Fishback (SEAL.)

STATE OF KANSAS, } ss. Douglas County }

Be it Remembered, That on this 12<sup>th</sup> day of August, A. D. 1892, before me N. H. Osairs, a Notary Public in and for said County and State, came Margaret Ann Fishback and John Fishback her husband 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 11<sup>th</sup> April 1896 N. H. Osairs Notary Public. Recorded Aug 18 A. D. 1892, at 11 o'clock P. M.

James Brooks Register of Deeds

The following is indorsed on the original instrument in consideration of full payment of the within Mortgage I hereby release the same this 15<sup>th</sup> day of February 1898 Hugh Blair

Recorded Feb. 15<sup>th</sup> 1898

H. H. Osairs Register of Deeds