JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 17 day of December in the year of our Lord one thousand eight hundred and ninety two between Edward Black & Martha Black his wife of the 1st part of Eudora 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 Five hundred and twenty five 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: Beginning at a point on the North line of the North East quarter (¼) of Section thirteen in Township thirteen of Range twenty in the middle of the Wakarusa Creek where said Section line crosses said Creek making the North East corner of said land hereby described thence running West on said Section line to the middle of the said Creek making the North West corner of said land hereby described thence following in the middle of said Creek in its course through said quarter Section to the place of beginning being about four acres of land more or less and other wise known as all that part of said North East quarter on the North side of the Wakarusa Creek the same land & our line owned by Ellis & Burnett and deeded to said Edward Black on 13th Dec 1892 and which deed is recorded in the Register of Deeds office for Douglas County, Kansas in Deed Book No Page 105.

with all the appurtenances, and all the estate, title and interest of the said part 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 Five hundred and twenty five Dollars according to the terms of two certain Promissory Notes this day executed and delivered by the said Parties of the first Part to the said party of the second part: to wit $300.00 & $225.00 both payable one year after date to order of party of second part with interest at 10% from date payable semi annually

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 the 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.

Edward his mark Black (SEAL.)
Martha her mark Black (SEAL.)
(SEAL.)
(SEAL.)

Signed and delivered in presence of

Jennie Watt
Nelson first buyer explained to the parties of the first part the contents of this instrument and they understood the same
Made their marks hereto in my presence

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 17 day of December, A. D. 1892, before me Hugh Blair, a Notary Public in and for said County and State, came Edward Black and Martha Black his wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

L. S.

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 Dec 1893 Hugh Blair Notary Public.

Recorded Dec 21 A. D. 1892, at 30 o'clock M.

James Brooks Register of Deeds.

The following is endorsed on the original mortgage —
The within herein described having been paid in full, this mortgage is hereby released, and the Clerk hereby ordered discharged.
As witness my hand, this 15th day of August A.D. 1902 —
E. J. Blair.
Attest: Hugh Blair.

Recorded — Aug 19th 1902 —
E. L. Lorman,
Register of Deeds.
By Libbie V. Lorman,
Deputy.