

JOURNAL CO. LAWRENCE KAN.

This Indenture, Made this 7th day of January in the year of our Lord one thousand eight hundred and ninety three between Alice Clark and John C. Clark her husband of the 3rd of Grant 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 Three Hundred 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: Do much of the South fractional half (½) of the North West fractional quarter (¼) of Section No. Eighteen (18) in Township No. Twelve (12) South of Range No. Twenty (20) East, as lies East of the Union Pacific Railway containing Nine (9) acres of land, more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties 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 Three Hundred Dollars

according to the terms of One certain Promissory Note this day executed and delivered by the said Alice Clark and John C. Clark to the said party of the second part Payable two years after date to order of party of second part without interest thereon according to the terms of said note and coupons thereto attached

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, 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 seal the day and year first above written.

Signed and delivered in presence of

Jennie Natt

Alice Clark

(SEAL.)

John C. Clark

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, ss.
County of Douglas

Be it Remembered, That on this 7th day of January, A. D. 1893, before me James M. Hendry, a Notary Public in and for said County and State, came Alice Clark and John C. Clark her husband

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 Aug 1 1893.

Recorded Jan 9 1893 A. D. 1893, at 11th Block R. M.

James M. Hendry Notary Public

James Brooke Register of Deeds

The following is recorded on original instrument
The note herein described having been paid in full this mortgage
is hereby released and the law thereby created discharged.
John C. Clark and Alice Clark
Recorded Dec 20, 1893 James M. Hendry Notary Public
Recd Dec 20, 1893 J. W. Tammam Deed
Held January 10, 1894
Recorded Dec 20, 1893 James M. Hendry Notary Public