

JOURNAL OF THE STATE OF KANSAS

This Indenture, Made this 11th day of April in the year of our Lord one thousand eight hundred and ninety three between Josephine Chitwood and Granville Chitwood her husband of Lorraine 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 Eighty One $\frac{1}{2}$ 00 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 Number One (1) in Block Number Five (5) in Jay, Clara Addition to the City of Lawrence, situated in the North East Quarter (NE 1/4) of Section Number Thirty Six (36) in Township Number Twelve (12) of Range Number Nineteen (19) East

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 hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized 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 Eighty One $\frac{1}{2}$ 00 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: One for \$100.00 due in two years, and other for \$81.50 due in four months both bearing nine (9) per cent from date and payable to order of party of second part at Merchant National Bank Lawrence Kansas.

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 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 or 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

H. H. Beairs, having first been sworn and explained to Josephine Chitwood, who said she understood the same, and made her mark here to in my presence.

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 11th day of April, A. D. 1893, before me H. H. Beairs a Notary Public in and for said County and State, came Josephine Chitwood and Granville Chitwood 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 11th April 1896. H. H. Beairs Notary Public
Recorded April 18 A. D. 1893, at 10 o'clock A. M.
James Brook Register of Deeds

The following is endorsed on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged.
as witness my hand this 5th day of March A.D. 1896
Hugh Blair

Attest
James Wall,
Recorder of Deeds

Recorded March 7/98, G. P. Maxman Register of Deeds



This document was endorsed on the original instrument