

This Indenture, Made this Eleventh day of May in the year of our Lord one thousand eight hundred and ninety three between James S. Steele (unmarried) of Sawnee in the County of Douglas and State of Kansas of the first part, and Hugh Blair of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Hundred (\$100) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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's Twenty Three (23), Twenty Four (24), Block No Five (5) Same's First Addition to the City of Sawnee.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said James S. Steele do and hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances Except a Mortgage of \$1000 to the Royal Loan Association

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred Dollars according to the terms of One certain Note Eleventh day of May 1893 this day executed and delivered by the said James S. Steele to the said party of the second part: Payable May Eleventh 1894

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 on demand to the said James S. Steele heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written. James S. Steele (SEAL)

Signed and delivered in presence of

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 20 day of May, A. D. 1893, before me, a Notary Public in and for said County and State, came James S. Steele (unmarried) to me personally

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 Sept 15th 1896.

Recorded May 22 A. D. 1893, at 2³⁰ o'clock P.M.

John M. Spencer Notary Public

James Brooke Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this

28 day of April 1902
Hugh Blair

Attest: William B. Johnson
Deputy Register of Deeds.

