

JOURNAL CO., LAWYERS

This Indenture, Made this Second day of October in the year of our Lord one thousand eight hundred and ninety three between Henry Clay and Clara H. Clay his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Margaret Gray of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and eighty 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: Lots numbers Forty nine (49) and Fifty (50) in North East Central Subdivision in North Lawrence in the City of Lawrence Douglas County Kansas and said sub-division is further described as being in South West quarter (1/4) of Section Twenty nine (29) in Township Twelve (12) of Range Twenty (20) in said County and State

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Henry Clay & Clara H. Clay 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 One hundred and eighty Dollars according to the terms of Two certain Promissory Notes this day executed and delivered by the said Henry Clay & Clara H. Clay to the said party of the second part: One note for \$150 payable twelve months after date and one note for \$30.00 payable six months after date both drawing interest at 8% from date, payable semi-annually and 10% after maturity 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.

Signed and delivered in presence of Jennie Matt having first been read over, explained to the said parties of the first part who said they saw and to the same read their marks here to in my presence  
STATE OF KANSAS,  
County of Douglas } ss.

Henry Clay (SEAL.)  
Clara H. Clay (SEAL.)  
(SEAL.)  
(SEAL.)

Be it Remembered, That on this 2 day of October, A. D. 1893, before me Hugh Blair, a Notary Public in and for said County and State, came Henry Clay and Clara H. Clay his wife 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 28 Decr. 1893.  
Recorded Oct 3 A. D. 1893, at 4 o'clock P.M.

Hugh Blair Notary Public.  
James Brooks Register of Deeds.

The following is enclosed 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 10<sup>th</sup> day of July 1895  
Margaret Gray  
By Mrs. Elvira Hutchinson  
her Attorney in fact.  
Hugh Blair

Recorded July 10, 1895 James Brooks Register of Deeds  
McCormack & Co. City

