

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 12th day of March in the year of our Lord one thousand eight hundred and ninety seven between Eddie S. Meairs, unmarried, One of the children and heirs at law of William Meairs and Sarah Meairs, Deceased of Lawrence in the County of Douglas and State of Kansas of the first part, and J. H. Blakheart of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred and Eight & ⁵⁰/₁₀₀ DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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: One undivided three twentieths (³/₂₀) interest in the North East quarter (¹/₄) of Section number Twenty four (24) in Township Thirteen (13) of Range Nineteen (19) in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Eddie S. Meairs doth 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.

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred and Eight & ⁵⁰/₁₀₀ Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Eddie S. Meairs to the said party of the second part: Payable twelve months after date to order of party of second part with interest at 10% from date until paid

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 Party of the first part his heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of
Eddie S. Meairs (SEAL.)
Hugh Blair (SEAL.)
The change in consideration made before execution (SEAL.)
STATE OF KANSAS, { SS.
County of Douglas

Be it Remembered, That on this 12th day of March, A. D. 1897, before me Hugh Blair, a Notary Public in and for said County and State, came Eddie S. Meairs, an unmarried man

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 23rd Decr 1897
Recorded March 14 A. D. 1897, at 9³⁵ o'clock A.M.

Hugh Blair Notary Public.
James Brooks Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 12th day of March 1897

Witness James Brooks Register of Deeds

