

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 19<sup>th</sup> day of April in the year of our Lord one thousand eight hundred and ninety four between Asa J. Warren and Mary N. J. Warren his wife of Dover in the County of Douglas and State of Kansas of the first part, and Nugh Blair of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Three Hundred DOLLARS, to them 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 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 seventy (70) and twenty one (21) in addition number two (2) in that part of the City of Lawrence known as North Lawrence Kansas.

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 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 Parties of the first part to the said party of the second part: Payable twelve months after date to order of party of second part at the Merchants 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 part 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 seals the day and year first above written.

Signed and delivered in presence of

Harry L. AldrichAsa J. Warren

(SEAL.)

Mary N. J. Warren

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 21 day of April, A. D. 1894, before me Harry L. Aldrich, a Notary Public in and for said County and State, came Asa J. Warren and Mary N. J. Warren 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 January 27 1898Recorded April 27 A. D. 1894, at 10 o'clock AM.Harry L. Aldrich

Notary Public.

James Brooks

Register of Deeds.

The following is recorded on the original instrument  
The note herein described having been paid in full, this mortgage  
is hereby secured and the lien thereby created, discharged  
As witness my hand this 29<sup>th</sup> day of November A.D. 1895  
Nugh Blair  
Recorded November 29<sup>th</sup> 1895  
James Brooks  
Register of Deeds