

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Twelfth day of May in the year of our Lord one thousand eight hundred and ninety four between Benjamin I. Williams and Jennie M. Williams his wife of Dodge City in the County of Todd and State of Kansas of the first part, and Hugh Blair of the second part,

Witnesseth, That the said party all of the first part in consideration of the sum of Seven Hundred DOLLARS, to him 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: Beginning at South West corner of North West quarter Section 15 Township 14 Range 20 thence North on West line of said quarter Section 19 chains 86 links to a hedge, thence in an Easterly direction on a line of said hedge 20 chains to a point 21 links South of the centre of said quarter Section, thence by the centre said track South 20 degrees East 18 chains 31 links to South line said quarter Section, West 20 chains 37 links to beginning containing 45 1/2 acres more or less except Right of Way heretofore conveyed to L. 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 Seven 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 five years after date to order of party of second part at the Merchants National Bank Lawrence Kansas with interest thereon according to the terms of said note and coupons thereto attached 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 party all of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Benj I. Williams (SEAL.)
Jennie M. Williams (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Todd

Be it Remembered, That on this 25th day of May, A. D. 1894, before me N. I. Coolidge, a Notary Public in and for said County and State, came Benjamin I. Williams and Jennie M. Williams 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 July 25th 1897
Recorded May 29 A. D. 1894, at 10:30 o'clock A. M.

N. I. Coolidge Notary Public.
James Brooks 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 hereby created discharged
As Witness my hand this 30th day of September A.D. 1898.
Attest
Hugh Blair
A Public Agent

Recorded Sept 30th 1898.
(Assigned see Book 3, Page 602.)
Register of Deeds