

This Indenture, Made this 6th day of December in the year of our Lord one thousand eight hundred and ninety four between Edward Black & Martha Black his wife of the 1st of of Euclora in the County of Douglas and State of Kansas of the first part, and E. G. Blair of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five hundred and sixty five 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 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 a point on the North line of the North East quarter of Section Thirteen in Township Thirteen of Range Twenty in the middle of the Wakarusa Creek where said Section line crosses said Creek making the North East corner of said land hereby described thence running North on said Section line to the middle of said Creek making the North West corner of said land hereby described thence following in the middle of said Creek in its course through said quarter Section to the place of beginning being about four miles of land more or less & otherwise known as all that part of said North East quarter on the North side of said Wakarusa Creek, the same land at one time owned by William Lawrence & deeded to said Edward Black on 15 Dec. 1878 which deed is recorded in the Register's Office for Douglas County, Kansas in said Book 6 of page 307. 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 Five hundred and sixty five Dollars according to the terms of Three certain promissory notes this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable as follows \$15.00 in one year, \$150.00 in two years and \$300.00 in three years to order of party of second part with interest at 8% from date payable semi-annually

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 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 for 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 then 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
Hugh Blair & Jennie Mott
Having first been explained to the said parties
of the first part who said they understood the same
and their marks here in our presence.
STATE OF KANSAS, } ss.
County of Douglas

Edward Black (SEAL)
Martha Black (SEAL)
(SEAL)
(SEAL)

Be it Remembered, That on this 6th day of December, A. D. 1894, before me, Hugh Blair a Notary Public in and for said County and State, came Edward Black and Martha Black 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.

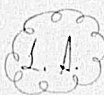
My commission expires 28th Dec 1897
Recorded Dec 6 A. D. 1894 at 11²⁵ o'clock P. M.

Hugh Blair Notary Public
James Brooks Register of Deeds

The following is endorsed on the original instrument
The mortgagee of the above described land has been paid in full, this mortgage is hereby released,
and the lien thereby created, discharged. As witness my hand, this 30th day of June A.D. 1900.
E. G. Blair

Recorded June 30, 1900
E. G. Blair, Register of Deeds

By Billie W. Doyman, Deputy



The following is endorsed on the original instrument