

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this fourth day of March in the year of our Lord one thousand eight hundred and ninety five between William T. Sinclair Trustee of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Blair of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he 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: lots numbers One (1) and Two (2) in Block Number Three (3) of Oread Addition in the City of Lawrence in said County and State

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part do 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 save and except a mortgage of \$375.00 made to The Kansas National Building and Loan Association dated 6th Sept 1893.

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred and fifty dollars according to the terms of One certain Real Estate Mortgage Note this day executed and delivered by the said M. M. Newson to the said party of the second part: payable six months after date with interest after maturity at 1% per annum and in the meantime according to a coupon attached to said note

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, appraisal 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 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 Party of the first part his heirs and assigns.

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

Signed and delivered in presence of

Hugh BlairWm T. Sinclair

(SEAL.)

Trustee

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 4th day of March, A. D. 1895, before me, William T. Sinclair Trustee, a Notary Public in and for said County and State, came William T. Sinclair Trustee

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 March 7 1896Recorded March 4 A. D. 1895 at 5²⁵ o'clock P. M.

Notary Public,

Joseph E. RiggsJames Brooks

Register of Deeds.

*The following is enclosed with the original instrument
the note herein described having been paid this
Mortgage is hereby released and thereby created
discharged. As Witness my hand this 22nd day of Dec
A.D. 1895.*

E. J. BlairAttest Hugh BlairRecorded Dec 23rd 1895.A. W. Greenaway
Register of Deeds