

This Indenture, Made this First day of May in the year of our Lord one thousand eight hundred and ninety five between M. N. Lane an unmarried man of the City 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 One Hundred 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 her 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: Lot No Forty five (45) on Wallwork Street in the City of Lawrence Also the following described tract of land Commencing 133 feet North of the South West corner of Block Three (3) in Earl's Addition to the City of Lawrence in said County and State thence North on Delaware Street to a point due West of the center of said Block Three (3) thence East to the center of said Block Three (3) thence South 167 feet thence due West 60 feet to the place of beginning, being the North 167 feet of the South West quarter of said Block Three (3) in Earl's Addition to the City of Lawrence according to the plat of said Addition.

With all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said M. N. Lane 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 save & except a Mtg. of \$350.00 to M. A. Todd on the property first described herein & a Mtg. of \$450.00 to L. U. Todd on the property secondly described herein

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said M. N. Lane to the said party of the second part: Payable one year after date to order of party of second part at the Merchants Nat 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 therefor, 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 her 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 her 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 him 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

Jimmie Watt

M. N. Lane

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas

} SS.

Be it Remembered, That on this 1st day of May, A. D. 1895, before me, Hugh Blair, a Notary Public in and for said County and State, came M. N. Lane an unmarried man 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 28th Dec 1897

Recorded May 8 A. D. 1895 at 11³⁰ o'clock A. M.

Hugh Blair

Notary Public.

James Brooke

Register of Deeds.

The following is indorsed 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 23rd day of June A.D. 1896
E. J. Blair
Hugh Blair
Recorded Feb 20 and 1898