

This Indenture, Made this 8th day of August in the year of our Lord one thousand eight hundred and ninety five between Emil Stubeck & Beda Stubeck his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Hugh 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, 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: lots numbers forty five (45), forty six (46), and forty seven (47) in Addition Two (2) to that part of the City of Lawrence known as North Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 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 three years after date to the order of the party of the second part 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 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 part of the first part have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Jimmie Matt

Emil Stubeck (SEAL.)

Beda Stubeck (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 8th day of August, A. D. 1895, before me, Francis M. McNamee, a Notary Public in and for said County and State, came Emil Stubeck and Beda Stubeck 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 Feb 19th 1898

Recorded Aug 8 A. D. 1895 at 8 o'clock P M.

Francis M. McNamee

Notary Public.

Jimmie Brooks
Register of Deeds.

The following is endorsed on the original instrument -
The note therein described having been paid in full, this mortgage is hereby released, and the lien hereby created, is discharged. Witness my hand, this 14th day of August A.D. 1901 -
Hugh Blair

Recorded Aug. 14- 1901 -
J.B. Popriant
Register of Deeds -
Deputy -
By Billie W. Popriant