

This Indenture, Made this fourteenth day of September in the year of our Lord one thousand eight hundred and ninety five between Elizabeth E. Shultz of Township of Barcozie in the County of Jefferson and State of Kansas Widow of the first part, and Hugh Blair of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Thousand DOLLARS, to her 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 number Ten on Pine Key Street 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 doth hereby covenant and agree that at the delivery hereof she 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

This grant is intended as a Mortgage, to secure the payment of the sum of One thousand dollars according to the terms of One certain promissory note this day executed and delivered by the said Party of the first part to the said party of the second part: Payable twelve months after date with interest at seven (7) per cent 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 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 party 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 her heirs and assigns.

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

Signed and delivered in presence of

Elizabeth E. Shultz (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 14th day of September, A. D. 1895, before me, Charles Chadwick, a Notary Public in and for said County and State, came Elizabeth E. Shultz an unmarried woman 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 Sept 11/99
Recorded Sept 14 A. D. 1895 at 3:30 o'clock P. M. Chas Chadwick Notary Public.
Douglas Co.

James Brooks Register of Deeds.

The following is inclosed in the Original Instrument
The note herein described having been paid in full, this mortgage
is hereby released, and the lien thereby created discharged.
Attest. C. W. Itner, my hand, this 19th day of April A. D. 1897
Jennie Watt
Hugh Blair

Recorded April 19/1897
Dep't Register of Deeds
James Brooks

