

This Indenture, Made this 26 day of October in the year of our Lord one thousand eight hundred and ninety five between Bernard Nelson and Emma @ Nelson 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 1st of the first part in consideration of the sum of Two hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has 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: Being a part of the South East quarter (1/4) of Section twenty nine (29) Township Twelve (12) Range Twenty (20) in said County and State described as beginning at a point twenty hundred & sixty (160) feet East of the North West corner of the South half (1/2) of the South East quarter (1/4) of Section twenty nine (29) in Township Twelve (12) of Range Twenty (20) thence South six hundred & sixty (660) feet thence East two hundred & ninety three & one third (293 1/3) feet thence North six hundred & sixty (660) feet thence West two hundred & ninety three & one third (293 1/3) feet to beginning containing four and 4/10 acres more or less with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Two 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 two years after date to order of party of second part at the Merchants Natl Bank Lawrence Kansas with interest at 8% per annum

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 his 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 their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, has hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

B. Nelson (SEAL.)

Emma @ Nelson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 26 day of Oct, A. D. 1895, before me, Chas Chadwick, a Notary Public in and for said County and State, came Bernard Nelson and Emma @ Nelson his wife 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 1899
Recorded Oct 26 A. D. 1895 at 5:45 o'clock P. M. Douglas Co. Ks.

Chas Chadwick
James Brooks
Notary Public.
Register of Deeds.

*The following is endorsed on the original instrument -
The note described having been paid in full, this mortgage is hereby released, and the day thereby created discharged. As witness my hand this 21st day of March A.D. 1901 -
Hugh Blair
Jannie Blair*

*Recorded Nov. 21st 1901 -
By William P. Spelman
Deputy -*