

This Indenture, Made this 15th day of November in the year of our Lord one thousand eight hundred and ninety four between Henry Jennings & Minnie Jennings his wife of the City 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 parties of the first part in consideration of the sum of Four 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 Nos twenty one (21) and twenty three (23) on Delaware Street in the City of Lawrence, and also beginning One hundred and twenty (12) feet East of the North West corner of said Lot No twenty one (21) Delaware Street, thence North One hundred (100) feet, thence West twenty six (26) feet, thence North One hundred (100) feet, thence East twenty six (26) feet to beginning, also beginning One hundred and twenty (12) feet East of the South West corner of said Lot No twenty three (23) Delaware Street, thence South Eighteen (18) feet, thence East thirty (30) feet, thence North One hundred and eighteen (18) feet, thence West thirty (30) feet, thence South One hundred (100) feet to beginning, all in the City of Lawrence, with all the appurtenances, and all the estate, title and interest of the said parties 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 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 Four Hundred Dollars according to the terms of Two certain promissory notes this day executed and delivered by the said parties of the first part to the said party of the second part: For \$700.00 each and payable three years after date to order of party of second part with interest at 8% from date 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 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 parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of
Jennie Matt Henry Jennings (SEAL.)
Minnie Jennings (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 15th day of November, A. D. 1895, before me, Hugh Blair, a Notary Public in and for said County and State, came Henry Jennings and Minnie Jennings 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 28th Dec 1897
Recorded Nov 14 A. D. 1895 at 5 o'clock P M.

Hugh Blair Notary Public.
James Brooks Register of Deeds.

The following was 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
At Witness my hands this 15th of November A.D. 1895
J. E. Coker
Notary of Powell

Recorded December 20, 1895
G. B. Lammiman
Register of Deeds
Per J. E. Coker
Dep
(See Book 3 Page 604 for Assignment)