

This Indenture, Made this 11<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and ninety five between Peter Lind 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: The East two thirds (2/3) of the West half (1/2) of the South One hundred and thirty three (133) feet of the South West Quarter (1/4) of Block Three (3) in Earls Addition to the City of Lawrence according to the Recorders plat thereof.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Peter Lind 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 mortgage of \$100 made by said Peter Lind to Hugh Blair dated 20<sup>th</sup> Sept 1895 due and payable one year after date with interest at 9%.

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 Peter Lind 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 9% 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 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 his 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 Matt

Peter Lind (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 11<sup>th</sup> day of November, A. D. 1895, before me, Hugh Blair, a Notary Public in and for said County and State, came Peter Lind an unmarried man

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 2<sup>nd</sup> Dec 1897

Recorded Nov 15 A. D. 1895 at 3<sup>40</sup> o'clock P M.

Notary Public.

James Brooks  
Register of Deeds.

The following is indexed by the original instrument.  
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.  
as witness my hand this 21<sup>st</sup> day of December A. D. 1895  
Attest Hugh Blair  
Recorded Feb 15<sup>th</sup> 1896  
E. J. Blair

L. S. Doxman Register of Deeds

L. S.