

This Indenture, Made this 31st day of December in the year of our Lord one thousand eight hundred and ninety four between John N. Walker and Hannah Walker his wife of the 1st of Oklahoma of Oklahoma in the County of Douglas and State of Oklahoma 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 Three hundred seventy five 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: The North half (1/2) of the South East quarter (1/4) of Section Twenty (20) in Township Thirteen (13) of Range Twenty (20) of Douglas County, Kansas, less about three (3) acres for Railroad right of way crossing said land.

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 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 seventy five Dollars according to the terms of three certain Promissory Notes this day executed and delivered by the said parties of the first part to the said party of the second part: Payable as follows: \$75.00 in one year, \$75.00 in two years and \$75.00 in three years to order of party of second part with interest at 8% 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

James Matt

John N. Walker

Hannah Walker

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 31st day of December, A. D. 1894, before me, Francis M. McVale, a Notary Public in and for said County and State, came John N. Walker and Hannah Walker 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 Jan 7 A. D. 1896 at 9³⁰ o'clock A. M.

Francis M. McVale

Notary Public.

James Brooke
Register of Deeds.

The following is endorsed on the original instrument:
The Note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged. This 28th day of April A. D. 1900.
A. Marshall

Recorded May 28th 1900
By James Matt Register of Deeds
By John N. Walker Deputy

(Assigned See Book 31 Page 611)