

This Indenture, Made this 8th day of February in the year of our Lord one thousand eight hundred and ninety ix between F. M. McNale and Fannie E. McNale 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 party 1st of the first part in consideration of the sum of Two hundred and fifty 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: Lot number One hundred and fifty, four (154) and first half (1/2) of Lot number One hundred and fifty, six (156) on Elm Street in Block number three (3) in that part of the City of Lawrence, Kansas, known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said party 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 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 Two hundred and fifty 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 1st of the second part: Payable three years after date to order of party of second part at the Merchants Natl. Bank, Lawrence Kansas with interest at 8% 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 1st 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 1st 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 1st making such sale on demand to the said parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

F. M. McNale (SEAL.)
Fannie E. McNale (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 10th day of February, A. D. 1896, before me, Charles Chadwick, a Notary Public in and for said County and State, came F. M. McNale and Fannie E. McNale 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 Sept 11 1899
Recorded Feb 16 1896 A. D. at 10 o'clock AM Douglas Co. Kas.

Chas Chadwick

Jamie Brooks

Register of Deeds.

The following is returned on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the first check created discharged
As Witness my hand this 8th day of February A.D. 1899.
Hugh Blair
Register of Deeds.

Recorded Dec 16th 1899.