

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 21st day of September in the year of our Lord one thousand eight hundred and ninety ss between Pairlee Clark and Thomas Clark her husband 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 part ies 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, ha VE sold and by these presents do grant, bargain, sell and mortgage to the said part ly 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 numbers Four (4) and Thirteen (13) in Block number Two (2) in that part of the City of Lawrence known as South Lawrence according to the plat thereof.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 s 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 + 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 part ly 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 3% 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 therefor, 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 part ly 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 ies 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 part ly making such sale on demand to the said Parties of the first part, then heirs and assigns.

In Witness Whereof, The said part ies of the first part, ha VE hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Jennie Watt

Pairlee Clark (SEAL.)
Thomas Clark (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 21st day of Sept, A. D. 1896, before me, Jennie Watt, a Notary Public in and for said County and State, came Pairlee Clark & Thomas Clark, her husband to me personally known to be the same person s 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 30th March 1900 Jennie Watt Notary Public.
Recorded September 23rd A. D. 1896, at 1⁵⁰ o'clock P. M.

James Brooks Register of Deeds.

*The following is endorsed on the original instrument -
Note not herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. Witness my hand, this 15th day of November A.D. 1901.*

*Recorded Nov. 15th 1901
By J. J. Chapman,
Register of Deeds,
By W. B. B. Chapman,
Deputy.*