

This Indenture, Made this 5<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and ninety six between William M. Roberts and Julia Roberts, 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 part U of the first part in consideration of the sum of One hundred and ten 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:

Sets numbers Twenty (20) and Twenty-one (21) Christians Sub-division of Block number Ten (10) Sates Second Addition to the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part U 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.

Save and except mortgage of \$300 to Kansas Building Loan Association dated 10 Nov 1892 upon which all payments and assessments are made to date

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred and Ten 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 of the second part: Payable one year after date to order of party of second part at the Merchants National Bank Lawrence, Kansas with interest at 9% 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 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 part U of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of  
Having been first explained to said parties who said they understood same and made their mark unto in my presence

Wm M Roberts (SEAL.)  
Julia Roberts (SEAL.)  
mark (SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 5<sup>th</sup> day of Sept, A. D. 1896, before me, Gennie Watt, a Notary Public in and for said County and State, came William M. Roberts and Julia Roberts, his wife 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 30<sup>th</sup> Mch 1900 Gennie Watt Notary Public.  
Recorded February 11 A. D. 1897, at 10 o'clock P.M.

James Brooks Register of Deeds.

Recorded June 14<sup>th</sup> 1899.

The following is witnessed on the original instrument  
The Note herein described having been paid in full this mortgage  
is hereby released and the lien hereby created discharged  
As Witness my hand this 14<sup>th</sup> day of June 9<sup>th</sup> 1899.  
Hugh Blair

G. B. Johnson and Register of Deeds.

(L.S.)