

This Indenture, Made this Eighteenth day of May in the year of our Lord one thousand eight hundred and ninety seven between Francis H. Burkhardt an unmarried man of Kansas City in the County of Jackson and State of Missouri of the first part, and Hugh Blair of the second part.

**Witnesseth**, That the said party of the first part in consideration of the sum of Five hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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:

Lots Number Sixty Six (66) and Sixty Eight (68) on New Hampshire Street in the City of Lawrence in said County and State

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Francis H. Burkhardt do 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 one certain mortgage of \$1,500 to Stella Boardman of even date herewith and subject thereto

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said Party of the first part to the said party of the second part payable Sixty days after date with interest according to tenor of said note

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 Party of the first part, his heirs and assigns.

*In Witness Whereof*, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Jennie Watt

Francis H. Burkhardt (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 18 day of May, A. D. 1897, before me, Jennie Watt, a Notary Public in and for said County and State, came Francis H. Burkhardt an unmarried man

to me personally 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 30<sup>th</sup> Mch 1900

Recorded May 25 A. D. 1897, at 12<sup>5</sup> o'clock P. M.

Jennie Watt

Notary Public

James Brooks  
Register of Deeds

*This following is address of each original instrument  
The note herein described having been paid in full and mortgage  
is hereby released and the same should be cleared discharged  
As witness my hand this 26<sup>th</sup> day of November A.D. 1900  
Hugh Blair*

*Upst. Boardman Register of Deeds*

*Recorded Nov 26 1900*