

**This Indenture**, Made this 30<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and ninety seven between Louis Wabnitz and William Wabnitz and Dora Wabnitz wife of said Louis Wabnitz all of North 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 parties 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: Lots numbers eighteen (18) and nineteen (19) in Simpsons Subdivision in that part of the City of Lawrence known as North Lawrence, Douglas County, Kansas

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 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 of the second part: payable two years after date with interest in meantime at rate of 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 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 hand and seal the day and year first above written.

Signed and delivered in presence of

Jennie Watt

Louis Wabnitz (SEAL)

Wm Wabnitz (SEAL)

Dora Wabnitz (SEAL)

(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered**, That on this 30<sup>th</sup> day of August, A. D. 1897, before me, Jennie Watt, a Notary Public in and for said County and State, came Louis Wabnitz William Wabnitz Dora Wabnitz wife of said Louis Wabnitz 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> March 1900

Recorded Aug 31 A. D. 1897, at 4<sup>15</sup> o'clock P. M.

Notary Public.

Register of Deeds.

*The following is endorsed on the original instrument:  
This note herein described having been paid in full, this mortgage is hereby released, and the same hereby credited and discharged. Witness my hand, this 9<sup>th</sup> day of October A.D. 1901 -  
D. C. Sayre*

*Assigned See Book 33 Page 371*

*Recorded Oct 10<sup>th</sup> 1901  
W. H. Sopman  
Register of Deeds  
By Alice B. Sopman  
Deputy*

*JB*

*Jennie Watt*  
*James Brooks*