

This Indenture, Made this Third day of January in the year of our Lord one thousand eight hundred and ninety eight between America M'Connell & J. E. M'Connell her husband 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 us 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: The North fifteen (15) feet of lots numbers eight (8) and nine (9) and the South Twenty five (25) feet of lots numbers seven (7) and ten (10) All in Block Number eleven (11) of Babcock's Enlarged Addition to the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part us 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 save except two Mortgages to the Building Loan Association for four years for 75% also a certain other mortgage for the sum of 50.00 to the said Hugh Blair dated 15 Sept 1897 for 12 mos, 9% semi-annually

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 two years after date to order of party of second part with interest at 8% from date 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 part of the second part 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 then heirs and assigns.

In Witness Whereof, The said part us 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

America M'Connell (SEAL.)

J. E. M'Connell (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 3<sup>rd</sup> day of January, A. D. 1898, before me, Jennie Watt, a Notary Public in and for said County and State, came America M'Connell & J. E. M'Connell her husband 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 March 1900 Jennie Watt Notary Public.  
Recorded Jan - 6 A. D. 1898, at 11 o'clock A.M.

James Brooks Register of Deeds.

The following is endorsed on the original instrument:  
 The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged.  
 Attest Jennie Watt  
 Register of Deeds  
 of H. C. Fisher  
 Deputy  
 Recorded Oct. 7<sup>th</sup> 1899  
L. J. Gayman