

This Indenture, Made this 10<sup>th</sup> day of April in the year of our Lord one thousand eight hundred and ninety Five between J. W. Blackmar an unmarried man of Sawnee in the County of Douglas and State of Kansas of the first part, and B. deHallerille of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three Thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do ~~sell~~ 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: All of Lots Number Six (6) and Seven (7) and the South Sixty (60) feet in width off the South Side of Lots Five (5) and Eight (8) all in Block Number two (2) in Ord Addition to the City of Sawnee, said entire tract being 160 feet from North to South and 269 feet from East to West off the South end of said Block 2

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said J. W. Blackmar 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

This grant is intended as a Mortgage to secure the payment of the sum of Three Thousand Dollars five year after date, with interest after date payable semi-annually at the rate of Six per cent per annum according to the terms of One certain promissory note and ten interest coupons this day executed and delivered by the said J. W. Blackmar to the said party of the second part: all payable at the Merchants National Bank of Sawnee Kansas

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 J. W. Blackmar 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

Frank W. Blackmar (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } SS.

Be it Remembered, That on this 10<sup>th</sup> day of April, A. D. 1895, before me, Geo. A. Banks, a Notary Public in and for said County and State, came Frank W. Blackmar, 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 Dec 1<sup>st</sup> 1896 Geo. A. Banks  
Recorded June 30<sup>th</sup> A. D. 1895, at 4 o'clock P. M. Notary Public.

W. B. S. S. S.  
Register of Deeds.

(Released See Book 39 Page 10)