

This Indenture, Made this 8<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and ninety eight between Jacob M. Lane and Gella Lane 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 parties of the first part in consideration of the sum of One Hundred and Twenty Five 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 Lot Number Thirty Nine (39) on Pennsylvania 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 part is 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 One Hundred and Twenty Five 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 Three years after date with interest at 8% semi-annually until maturity and 10% after maturity until paid, with privilege of paying \$25<sup>00</sup> or any multiple thereof on account of Principal money at time interest payments come due

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 part y 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 hands and seal the day and year first above written

Signed, sealed and delivered in presence of

Jennie Watt

Jacob M. Lane (SEAL.)  
Gella Lane (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 8<sup>th</sup> day of October A. D. 1898, before me, Jennie Watt a Notary Public in and for said county and State, came Jacob M. Lane and Gella Lane his wife to me personally known to be the same person<sup>s</sup> 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 October 11<sup>th</sup> A. D. 1898, at 4<sup>20</sup> o'clock P.M.

Jennie Watt Notary Public.  
L. B. Johnson Register of Deeds.

Recorded Oct. 1<sup>st</sup> 1901  
By L. B. Johnson  
Register of Deeds  
Attest:  
Jennie Watt.  
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, discharged. All witnesses my hand, this first day of October, A.D. 1901 -  
Hugh Blair