

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 28th day of January in the year of our Lord one thousand eight hundred and ninety nine between John N. Walker & Hannah Walker, his wife, of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Aug. Blair of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven Hundred and fifty-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: The North half (1/2) of the South East quarter (1/4) of Section Twenty (20) in Township Thirteen (13) of Range Twenty (20) in Douglas County, Kansas, less Railroad Right of way crossing said land.

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 Seven Hundred & Fifty-five Dollars according to the terms of Three certain Promissory Notes this day executed and delivered by the said parties of the first part to the said party of the second part: Payable as follows: \$150.00 in three months, \$250.00 in twelve months and \$350.00 in twelve months, with interest at 8% from date until paid.

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 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 hands and seal the day and year first above written.

Sealed
Signed and delivered in presence of

Jennie Matt

John N. Walker (SEAL.)
Hannah Walker (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.



Be it Remembered, That on this 6th day of February, A. D. 1899, before me, Jennie Matt a Notary Public in and for said county and State, came John N. Walker, and Hannah Walker, his wife to me personally known to be the same persons 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 30th March 1900 Jennie Matt Notary Public.
Recorded February 7th A. D. 1899 at 11 o'clock A. M.

W. B. Foxman
Register of Deeds.

Attest
W. B. Foxman
Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 25th day of July 1900
Aug. Blair