

JOURNAL OF LAWRENCE, KAN.

This Indenture, Made this 28th day of July in the year of our Lord one thousand eight hundred and ninety-nine between Jessie Hobbs, widow 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 party of the first part in consideration of the sum of one hundred and twelve & 50/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth grant, bargain, sell and mortgage to the said party of the second part her 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 forty-five (45) on New York Street in the City of Lawrence, said county and State

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Jessie Hobbs doth hereby covenant and agree that at the delivery hereof she 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 One hundred and twelve & 50/100 dollars according to the terms of One certain promissory note this day executed and delivered by the said Jessie Hobbs to the said party of the second part: Payable two years after date to order of party of second part with interest at 7 1/2% from date, 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 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 of the first part her heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Jessie Hobbs

Jessie Hobbs (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 28th day of July, A. D. 1897, before me, Jessie Hobbs, a Notary Public in and for said county and State, came Jessie Hobbs, widow, 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 30th March 1900

Recorded July 27th A. D. 1897, at 1³⁰ o'clock P.M.

Jessie Hobbs Notary Public.

G. H. Norman
Register of Deeds.

The following is endorsed on the original instrument:
\$112.50 Received of Mrs. Jessie Hobbs (formerly Jessie Hobbs) the within named mortgage for the sum of One hundred & Twelve & 50/100 Dollars under indenture in full satisfaction of the within mortgage.
Hugh Blair.

Recorded February 9, 1900.
G. H. Norman, Register of Deeds,
By Lillie B. Norman, Deputy.

