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This Indenture, Made this 1st day of October in the year of our Lord one thousand eight hundred and ninety eight between Daniel Pate and Lewis Pate 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 Fifty 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 lots numbers sixteen (16) and seventeen (17) in Subdivision of block number eight (8) early addition to the City of Lawrence, Douglas County, Kansas.

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 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 Fifty 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 one year after date with interest at 8% 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 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 seals the day and year first above written.

Signed and delivered in presence of

Jennie Watt

Daniel Pate

(SEAL.)

Lewis Pate

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 21st day of October, A. D. 1898, before me, Jennie Watt, a Notary Public in and for said county and State, came Daniel Pate and Lewis Pate, his wife 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 Nov. 1900

Recorded July 31st A. D. 1899, at 4³⁰ o'clock P. M.

Jennie Watt
Notary Public.

H. A. Boxman
Register of Deeds.



Recorded Oct. 14th 1899
J. J. Sarman
Register of Deeds
By H. C. Fisher
Deputy

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.
At witness my hand this 14th day of October A.D. 1899
Hugh Blair