

JOURNAL OF LAWYERS, NEW

This Indenture, Made this 31 day of October in the year of our Lord one thousand eight hundred and ninety nine between B. V. Murphy and Carrie V. Murphy, 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 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 parties 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 nine (9) in Block number seven (7), said place an addition to the City of Lawrence, in said County and State

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 One hundred Dollars

according to the terms of One certain Note this day executed and delivered by the said Parties of the first part to the said parties of the second part: Payable Twelve months after date with interest in meantime at rate of 8% until maturity or default and 10% after maturity or default until paid. Interest payable 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 parties 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 parties 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 parties of the first part making such sale on demand to the said parties of the first part 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 Hatt

B. V. Murphy (SEAL.)  
Carrie V. Murphy (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 31 day of October, A. D. 1897, before me, Jennie Hatt, a Notary Public in and for said county and State, came B. V. Murphy & Carrie V. Murphy, 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 30 Nov. 1900

Recorded Oct. 31 A. D. 1897, at 4:55 o'clock P. M.

Jennie Hatt Notary Public.  
G. H. Soxman Register of Deeds.

The following are endorsed on the original instrument  
Nov. 28 1899  
Received of B. V. Murphy the within named mortgage for  
sum of One hundred and 35 Dollars in full satisfaction  
of the within mortgage  
Hugh Blair

Recorded Feb. 4 1900  
J. Boyd Lawrence  
Register of Deeds

