

THIS INDENTURE, Made this 30th day of June, in the year of our Lord One Thousand Nine Hundred Ten (1910) between The McNeill-Martin Investment Company, a corporation duly organized, incorporated and existing under and by virtue of the Laws of the State of Kansas, and having its principal place of business at Lawrence, in the County of Douglas, State of Kansas, of the first part and W.S. McNeill, of Corning, in the County of Nemaha, State of Kansas, of the second part:

WITNESSETH: That said party of the first part, in consideration of the sum of Five Thousand Dollars (\$5000.00) to it duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain sell and Mortgage to the said party of the second part, his heirs and assigns forever, all that tractor parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:-

All of the fair Grounds Addition to the City of Lawrence, Douglas County Kansas, except Lots Numbers One (1) Eleven (11) Twelve (12) Eighteen (18) Nineteen (19) Thirty five (35) Thirty six (36) Forty Nine (49) Fifty (50), seven (7) Eight (8) and Fifty seven (57) according to the recorded plat thereof with all the appurtenances and all the estate title and interest of the said party of the first part therein. And the said The McNeill Martin Investment Company, a corporation, does hereby covenant and agree that at the delivery hereof, it 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 except a Mortgage for the sum of Six Thousand (\$6000.00) Dollars in favor of W. E. Spalding.

This Grant is intended as a Mortgage to secure the payment of the sum of Five Thousand (\$5000.00) Dollars according to the terms of one certain promissory note this day executed and delivered by the said The McNeill-Martin Investment Company a corporation, to the said party of the second part, payable six months after date, with interest at seven per cent per annum, at the Dale McNeill Company Office, in the Eldridge House, at Lawrence, Kansas, and this conveyance shall be void if such payments be made as therein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, 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; and out of all the moneys arising out of such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there shall be, shall be, shall be paid by the party making such sale to said The McNeill-Martin Investment Company, a corporation, its successors and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto

In consideration of full payment of the within mortgage I hereby release the same this 10th day of January 1911

W.S. McNeill

Attest
Hazel L. Lawrence
Register of Deeds

For Parties Release See Book 44 Page 99