

In consideration of full pay-
ment of the within mortgage
I hereby release the same
this 26th day of October, 1889.

Wm. B. Sinclair
attor., Oct 26, 1889

consideration of the sum of Three hundred and Twenty-six and fifty-
hundredths (\$326.50) Dollars, to them in hand paid by the said party
of the second part, ^{the receipt} whereof is hereby confessed and acknowledged, have
granted, bargained, sold and conveyed, and by these presents do grant,
bargain, sell and convey unto the said party of the second part, ^{to}
to his heirs and assigns forever, all the following described piece
and parcel of land lying and situate in the County of Douglas and
State of Kansas, to-wit: Lot No Four (4) in Block No Twenty-three (23) of
Linclair's Addition to the City of Lawrence.

To have and to hold the same, with all and singular the heredit-
aments and appurtenances thereunto belonging, unto the party
of the second part and to his heirs and assigns forever. 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, and that they will
warrant and defend the same in the quiet [&] peaceable pos-
session of said party of the second part, his heirs and assigns
forever, against all persons lawfully claiming the same.

Provided Always, And these presents are upon this express
condition, that whereas, the said Winnifred Gahagan and T.
H. Gahagan are justly indebted unto the said Wm. T. Sinclair
in the principal sum of Three hundred and Twenty-six and
fifty-hundredths Dollars, lawful money of the United States
of America, being for a loan thereof of part purchase money on
the day and date hereof, made by the said Wm. T. Sinclair to the
said Winnifred Gahagan and T. H. Gahagan and secured to be
paid by the certain promissory note of the said Winnifred
Gahagan and T. H. Gahagan bearing even date herewith, pay-
able to the order of the said Wm. T. Sinclair in two (2) years from
the date thereof, at his office, in Lawrence, Kansas with in-
terest after maturity, or default in payment of interest, at
the rate of twelve percent. per annum, until the said prin-
cipal sum is fully paid. The interest on said note from date
to maturity or default is to be paid semi-annually, on the
4th day of June and of December in each and every year, and
is specified by interest notes or coupons of even date herewith,
attached to the said note and payable at said office of Wm. T. Sinclair
and in and by said promissory note it is agreed that if default
be made in the payment of any interest coupon at maturity,
then the said principal sum of Three hundred & Twenty-six
& 50/100 Dollars with all the interest thereon, shall immedi-