

This Indenture, Made this 9th day of August in the year of our Lord one thousand eight hundred and eighty nine between Frank L. Woodruff and Lora A. Woodruff, his wife, of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and William S. Sinclair, of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four Hundred and Twenty 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, 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 No. Twenty-two (22), on Ohio Street, in the City of Lawrence, being the homestead of the said parties of the first part, subject to two mortgages now on said premises. One of \$1800 to the Home Building and Loan Association and one of \$500 to Howard P. Gray

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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances save as above

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred and Twenty Dollars in one year from date 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: with interest after maturity or default at the rate of ten per cent per annum, the interest from date to maturity being evidenced by coupons attached to said note

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 his 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 of 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

Frank L. Woodruff (SEAL.)

Lora A. Woodruff (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 9th day of Aug, A. D. 1889, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came Frank L. Woodruff and Lora A. Woodruff his wife to me personally known to be the same persons 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 March 6 1890.

Recorded August 9th A. D. 1889, at 35 o'clock P. M.

Joseph E. Riggs Notary Public.

James Brooker Register of Deeds.

The following is enclosed in the original instrument. The notes herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged. As witness my hand this 2nd day of Sep. 1889. Attest J. P. Gray.

Recorded March 8-1890. J. W. Cunningham, Register of Deeds.

The following is enclosed in the original instrument. The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged. As witness my hand this 15th day of Sept. 1889. Attest J. P. Gray.