

This Indenture, Made this fourth day of September in the year of our Lord one thousand eight hundred and eighty nine between Mrs. Jane Knight a widow of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and William H. Sinclair of same place of the second part,

Witnesseth, That the said part Y of the first part in consideration of the sum of Two hundred and fifteen and 2/3 (\$16.25) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth grant, bargain, sell and mortgage to the said part Y 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 Nos. Nine (9) and Eleven (11) on New Jersey Street, in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said Mrs. Jane Knight doth hereby covenant and agree that at the delivery hereof she 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

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifteen and 2/3 Dollars is three years from this date according to the terms of one certain promissory note this day executed and delivered by the said Mrs. Jane Knight to the said part Y of the second part: with interest thereon from date to maturity as evidenced by coupon notes attached, and interest from maturity or default until paid at the rate of ten percent per annum.

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 part Y 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 part Y 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 part Y making such sale on demand to the said Mrs. Jane Knight, her heirs and assigns.

In Witness Whereof, The said part Y of the first part, hath hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Jane Knight (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 6th day of September, A. D. 1889, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came Mrs. Jane Knight, a widow 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 March 6 1892.

Recorded Sept 6 A. D. 1889, at 12¹⁵ o'clock P. M.

Joseph E. Riggs Notary Public.
James Brooks Register of Deeds.

The following is inclosed on the Original Instrument.
In consideration of full payment of the within mortgage, Shubby
Wells the same this 17 day of Sept. 1891
Recorded Sept. 17, 1891.

By James Brooks Deputy Register of Deeds