

MORTGAGE RECORD

This Indenture, Made this 14th day of September in the year of our Lord one thousand eight hundred and eighty nine between William Smith and Marica Smith his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William H. Sinclair of Douglas Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eighty five 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 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: The South West quarter of Section No. Eighteen (18) in Township No. Fourteen (14) South of Range No. Nineteen (19) East of the 6th. P. M. subject, however, to a mortgage to W. C. Beardsley of even date herewith for the sum of \$1700.

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 Eighty five Dollars

according to the terms of ten certain promissory notes this day executed and delivered by the said parties of the first part to the said party of the second part for the sum of \$1.50 each payable respectively on 12, 18, 24, 30, 36, 42, 48, 54, and 60 months from date with interest from maturity until paid at the rate of ten per cent 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 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

Witness to mark

I. A. Wright

Wm Smith (SEAL.)

Marica Smith (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 17th day of September, A. D. 1889, before me, Joseph E. Riggs a Notary Public in and for said County and State, came William Smith and Marica Smith, 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 - 1892.

Recorded Sept 17 A. D. 1889, at 5 o'clock P. M.

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



This mortgage is recorded on the original instrument. The parties hereto admitted having been paid in full by deed to property mortgaged, this mortgage is hereby released and set aside. They would discharge without any loss. This is the 5th day of Sept. 22, 1890. J. W. G. Sinclair.

Recorded Feb 28 - 1906
C. W. G. Sinclair
Register of Deeds.