

This Indenture, Made this 6th day of November in the year of our Lord one thousand eight hundred and eighty-nine nine between Arch Leroy Clemans and Mary A. Clemans his wife of the first part, and Wm T Sinclair of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Thirty DOLLARS, to her 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: beginning at the North East corner of the North East quarter of Section 17, Township 17N, Range 20E, 13th South, 20th East of the 6th R. Mer. Thence running North Twenty (20) rods, Thence West Forty (40) rods, Thence South Twenty (20) rods, Thence East Forty (40) rods to place of beginning. Containing Five (5) acres more or less.

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 a prior mortgage of Three Hundred dollars to said William T. Sinclair and the heirs, assigns and debtors of the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever against all persons lawfully claiming the same. This grant is intended as a Mortgage to secure the payment of the sum of Thirty dollars.

according to the terms of 10 certain Mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part: payable as follows: Three dollars on the 1st day of May and September each year until said sum of Thirty dollars is fully paid with interest after maturity or default at the rate of five 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, for 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 and 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 hand and seal the day and year first above written.

Signed and delivered in presence of

O. E. Dallas

Arch Leroy Clemans (SEAL.)

Mary A. Clemans (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 7 day of November, A. D. 1889, before me, Chester E. Dallas, a Notary Public in and for said County and State, came Arch Leroy Clemans and Mary A. Clemans husband and 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 Dec 10 1890.

Chester E. Dallas

Notary Public.

Recorded November 8th A. D. 1889, at 5 o'clock P. M.

James Brooks

Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 24th day of October, 1895

Wm T Sinclair

The following is endorsed on the original instrument: The party herein described having been paid in full, this mortgage is hereby released, and the debt hereby created discharged. Witness my hand and seal this 3rd day of May, A.D. 1902. J. W. C. Williams, Clerk of District.

Recorded May 3-1902

A. B. Williams, Register of Deeds.