

MORTGAGE RECORD

This Indenture, Made this 13th day of November in the year of our Lord one thousand eight hundred and eighty two between St. H. Howard, a widower of Lawrence in the County of Douglas and State of Kansas of the first part, and William F. Sinclair, of same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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: of My Nine (9) in Addition No. One (1) to that part of the City of Lawrence formerly known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said _____ H. H. Howard _____

doth hereby covenant and agree that at the delivery hereof he 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 and that he will warrant and defend the same in the quiet and peaceable possession of the said part 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 One Hundred and Fifty Dollars

according to the terms of one certain mortgage note this day executed and delivered by the
said St. Lawrence to the said party of the second part:

due in six months hereafter, with interest from date to maturity at the rate of nine per cent per annum, and 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 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 party 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 party making such sale on demand to the said L. H. Howard, his heirs and assigns.

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

Signed and delivered in presence of

St. H. Howard (SEAL.)

(SEAL.)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas }

Be it Remembered, That on this 13th day of November, A. D. 1889, before me,
D. F. Hoadley, a Notary Public in and for said County and
State, came H. H. Howard, a widower

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 - 7th 1892.

Recorded Nov — 13 — A. D. 1889, at ⁵⁵ 9' clock P — M

D. L. Hordley Notary Public.

James Brink

The following is endorsed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 20 day of September 1979
M. T. Givolar

Recorded & indexed 1978
William Brackley
Registrar General
New Zealand

In consideration of full payment of the within mortgage I hereby release the same this 14th day of Sept. 1905. Wm. S. McLean

Wm James Booth