352THEY WOOT MEANURPHETER MORTCACE RECORD __ day of ___ leptember__ in the year of ou This Indenture, Made this __ Aeventh__ Lord one thousand eight hundred and sighty sure ______ and State of Sancas Douglas in the County of of the first part, and William S. linclair, of Lawrence, Sancas of the second part, Wilnesselb, That the said part y of the first part in consideration of the sum of -- DOLLARS, to-im- duly paid, the receipt One Mundredof which is hereby acknowledged, half ______sold and by these presents doll_grant, bargain, sell and mortgage to the said party_____ of the second part him 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 North En Aquarter of lection no Thirty two (32) . Sowneling No Dourteen 1/4/ Jouth, of Range No Dwenty one 21) East of the 6th prince meridian containing 160 acres and being the Cornecticad of the part part brincipal the first part, subject however to a mortgage of even date herewith to said William 9. Sinclair, for the sum \$ 71000. September with all the appurtenances, and all the estate, title and interest of the said party_of the first part therein. And the said -John C. Ataildo it hereby covenant and agree that at the delivery hereof ise we 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 save as about ..dax hereby 125...d nent of This grant is intended as a Mortgage to secure the payment of the sum of -- One sundred Dollar kromics ory notes _____ this day executed and delivered by the certainaccording to the terms of = to the said part y of the second part : said _____ John C. Halo _____ for the second payable respectively in 6, 12, 15, 24, 30, 36, 42, 46, 54. for the sum of Sen Dollarseach, payable respectively in 6, 12, 15, 24, 30, 36, 42, 46, 54. and be months from date, will 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 fice 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 <u>icco</u>_____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 9 mar b. Harb, here heirs and assigns. / In Witness Whereof, The said party of the first part, har, hereunto set lice hand and seal the day and year first above written. John C. Stail (SEAL.) Signed and delivered in presence of Jun Stail _(SEAL,) (SEAL.) (SEAL.) STATE OF KANSAS, SS. County of Douglas Be it Remembered, That on this _ 14 ____ day of _____ leften ber____, A. D. 1889_ , before me, a Notary Public in and for said County and Joseph & Riggs b, a widower cometimes called John Stail State, came Quin -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. Joseph E. Rigg My commission expires Meh - 6 - 1892 . Recorded Nov ---- 14 --- A. D. 1889., at 1.2. clock P.