

This Indenture, Made this 15th day of November in the year of our Lord one thousand eight hundred and eighty nine between J. A. Willey and Mary R. Willey, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Wm. H. Sinclair of Lawrence, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eighty 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 the North East quarter of Section No Twenty seven, T. 27, R. 40, and the East half of the North West quarter of the North East quarter of Section No Twenty seven, T. 27, R. 40, all in Township No. 27, Range No. 40, East of the 6th P. M. being the homestead of the said party of the first part

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 except a prior mortgage of Section Hundred Dollars to W. B. Readeley and that they will warrant and defend 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 Eighty 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: Eight Dollars on the 15th day of May and November in each year until said sum of Eighty Dollars is fully paid with interest after maturity or default, 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 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, appraisal 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 J. A. Willey (SEAL.)
Mary R. Willey (SEAL.)
Jas. A. Willey (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 15th day of November, A. D. 1889, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came J. A. Willey and Mary R. Willey, 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. Joseph E. Riggs Notary Public.
Recorded Nov 23 A. D. 1889, at 12 o'clock A. M.

James Brooks
Reg. later of Deeds.

The following is Extract on the original Instrument.
The notes herein described having been paid in full this mortgage is hereby Release and the lien thereby created discharged.
At witness my hand this 22nd day of Nov. 1889.
Wm. H. Sinclair

