

MORTGAGE RECORD

P. T. Foley, Blank Book Manufacturer, Lawrence, Kans.

This Indenture, Made this 27th day of January in the year of our Lord one thousand eight hundred and eighty Ninty between Narcisse Philibert an unmarried man of in the County of Douglas and State of Kansas of the first part, and Wm. J. Sinclair, of Lawrence, Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Twenty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, had 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: The North half of lots Nos twenty four (24) and twenty five (25) in Media

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

Narcisse Philibert 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 save a prior mortgage of Two thousand Dollars to said William J. Sinclair, and that he will waraband 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 Twenty Dollars according to the terms of ten certain mortgage notes this day executed and delivered by the said Narcisse Philibert to the said party of the second part, payable as follows: Three Dollars on the 27th day of January and July in each year, until said sum of Twenty Dollars is fully paid with interest after maturity or default 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 Narcisse Philibert, 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.

N. Philibert (SEAL.)

Signed and delivered in presence of

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 27 day of January, A. D. 1889, before me, Chester E. Dallas, a Notary Public in and for said County and State, came Narcisse Philibert an unmarried man

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 Dec 15th 1890.

Chester E. Dallas Notary Public.

Recorded _____ A. D. 1889, at _____ o'clock _____ M.

Register of Deeds.

Recd of Notary Public, the within mortgaged sum of Two thousand Dollars, in full satisfaction of the within mortgage. Aug 28, 1891.