

MORTGAGE RECORD

P. F. Foley, Blank Book Manufacturer, Lawrenc, Kans.

This Indenture, Made this third day of February in the year of our Lord one thousand eight hundred and eighty ninety between Thomas E. Evans a widower of Douglas in the County of Douglas and State of Kansas of the first part, and William H. Sinclair of Lawrence, Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Eight hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 the South East quarter of Section No 34, Also 45 acres in the South West 1/4 of Sec 34, described as follows: Beginning at the N. E. cor. of the S. W. 1/4 of said Sec 34 thence running West 60 rods thence South 3 rods thence West 40 rods thence S. E. to the S. E. cor. of said Sec 34 thence North to place of beginning, all in Town 13, Range 19; Also the West 1/2 of the fractional North East 1/4 of Section No 3 in Township No 14 of Range No 19; and containing in all 205 acres of land, more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Thomas E. Evans 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 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 Eight hundred Dollars according to the terms of one certain mortgage note this day executed and delivered by the said Thomas E. Evans to the said party of the second part: due in five years from date, with interest after maturity or default, at the rate of ten per cent per annum, the interest from date to maturity or default to be evidenced by coupons attached to said note

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 Thomas E. Evans his heirs and assigns.

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

Signed and delivered in presence of  
Thomas E. Evans (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 3<sup>d</sup> day of February, A. D. 1892, before me, Albert Hadley, a Notary Public in and for said County and State, came Thomas E. Evans 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 December 7<sup>th</sup> 1890. A. Hadley Notary Public.  
Recorded Feb 3 A. D. 1892, at 2 o'clock P. M.

James Crooks  
Reg. later of Deeds.

*The following is a true and correct copy of the original instrument in my possession and full payment of the mortgage is hereby released the record this 26 day of Feb 1892  
Recorded January 20<sup>th</sup> 1892  
J. W. Crooks  
Register of Deeds*

