

## MORTGAGE RECORD

P. S. FOSTER, BOOK MANUFACTURER, LAWRENCE, 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 Wm. S. Sinclair of Lawrence Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Forty 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: The North half of the South East quarter of Section No 34, and 4 acres in the South West 1/4 of Sec 34, described as follows: Beginning at the N. E. cor. of the W 1/4 of said Sec. 34, thence running West 60 rods, thence North 3 rods, thence West 40 rods, thence S. E. to the S. E. cor. of said Sec. 34, thence North to the place of beginning, all in Township 3, Range 19, also the West 1/2 of the fractional North East 1/4 of Section No 3, in Township No 4, of Range No 19, and containing in all 20 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 save a prior mortgage of Eight hundred Dollars, to the said William S. Sinclair 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 Forty Dollars according to the terms of ten certain mortgage notes to the said party of the second part: Thomas E. Evans said Thomas E. Evans to the said party of the second part: payable as follows: Four Dollars on the 3<sup>d</sup> days of February, and August in each year until said sum of Forty Dollars is fully paid, with interest after maturity and 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 Thomas E. Evans 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.

Thomas E. Evans (SEAL.)

Signed and delivered in presence of

(SEAL.)

(SEAL.)

(SEAL.)

## STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 3<sup>d</sup> day of February, A. D. 1890, before me, A. Stadley, a Notary Public in and for said County and State, came Thomas E. Evans, a widower 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.

My commission expires Dec-7-1890.

A. Stadley Notary Public.

Recorded Feb-3- A. D. 1890, at 2 o'clock P. M.

James Brooks Register of Deeds.

The Dollars are enclosed on the original instrument. No consideration of full payment of the mortgage is hereby alleged. It is entered this 7<sup>th</sup> day of February, 1890, Recorded January 7<sup>th</sup> 1890. James Brooks Register of Deeds.

