

This Indenture, Made this sixth day of March in the year of our Lord one thousand eight hundred and eighty ninety between William Powell and Lydia A. Powell his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and William A. Sinclair of same place of the second part,

Witnesseth, That the said part 1 of the first part in consideration of the sum of Two hundred and fifty 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 North fifty (50) feet of the South One hundred and thirty five (35) feet of Lot No. Eleven with Addition No. Eleven (11) in that part of the City of Lawrence known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said 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

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifty Dollars according to the terms of a certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part due in six years from date with interest after maturity or default at the rate of ten percent per annum the interest from date to maturity or default being 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 parties of the first part their heirs and assigns.

In Witness Whereof, The said part 1 of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

William A. Powell (SEAL.)

Lydia A. Powell (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

We it Remembered, That on this 6 day of March, A. D. 1890, before me, August L. Kelig, a Notary Public in and for said County and State, came William A. Powell and Lydia A. Powell 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 Nov - 10 - 1890.

Recorded March - 6 - A. D. 1890, at 5 o'clock P. M.

August L. Kelig Notary Public.

James Brooks Register of Deeds.

(Assigned to Book 2 Page 571)

The following is entered on the original instrument
Received of Susan Scott the within named Mortgage the
sum of Fifty Two and 50/100 dollars in full satisfaction of the within
(Assigned to Book 2 Page 571)