

## MORTGAGE RECORD

P. T. FOLEY, Clerk Court of Manufactures, Lawrence, Kan.

This Indenture, Made this 17<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and eighty Ninety between Adelaide Burr and P. Burr her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and William Sinclair of same place of the second part,

Witnesseth, That the said parties 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: Lot No. two hundred and nineteen (219) on Locust Street in that part of the City of Lawrence formerly known as North Lawrence

Said first parties do hereby maintain insurance on said premises to amount of \$300, during the continuance of this loan for the benefit of said second party, his heirs or assigns; said lot No. 219 being in the subdivision of South Half of Block No. five (5) in said North Lawrence

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 and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs or assigns forever against all persons lawfully claiming the same

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 one certain mortgage note one this day executed and delivered by the said parties of the first part to the said party of the second part: due in one year after date, with interest from date until paid 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 surplus, 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

Adelaide Burr (SEAL.)

P. Burr (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 17<sup>th</sup> day of March, A. D. 1890, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came Adelaide Burr and P. Burr her husband

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.

Recorded March 15 A. D. 1890, at 11<sup>10</sup> o'clock A. M.

Joseph E. Riggs Notary Public

James Burr Register of Deeds

The following was indorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.  
Wm Sinclair  
April, 29<sup>th</sup> 1890

Recorded December 20<sup>th</sup> 1898

L. W. Hammond  
Register of Deeds  
129 N. E. Corner

The preceding was annexed on original instrument.  
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.  
Wm Sinclair  
April, 29<sup>th</sup> 1890