

## MORTGAGE RECORD

P. F. F. G. Hunt Book Manufacturing, Lawrence, Mass.

This Indenture, Made this first day of April in the year of our Lord one thousand eight hundred and eighty ninety between R. R. Allen and Mattie L. Allen his wife of the County of Douglas and State of Kansas of the first part, and Wm. D. Sinclair of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of 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 South half of the East two thirds of the South East quarter Section No. Seven (7) less that part lying East of the Lawrence and Emporia State Road and Railroad right of way also the West half of the North West quarter of Section No. Eight (8) all in Township No. Thirteen (13) South, Range No. Nineteen (19) East of the 6th P.M., containing in the aggregate 124 acres, more or less.

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, save a prior mortgage of one thousand dollars to a party of the second part and that they will defend 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 fifty Dollars

according to the terms of ten certain mortgage notes \_\_\_\_\_ this day executed and delivered by the said parties of the first part \_\_\_\_\_ to the said party of the second part: payable as follows: five Dollars on the first day of April and October in each year until said sum of fifty Dollars is fully paid with interest after maturity in default at the rate of ten percent 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 hand and seal the day and year first above written.

Signed and delivered in presence of

Samuel R. Allen (SEAL.)

Mattie L. Allen (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 10<sup>th</sup> day of April, A. D. 1890, before me, H. E. Benson, a Notary Public in and for said County and State, came R. R. Allen and Mattie L. Allen 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 January 20<sup>th</sup> 1891.

H. E. Benson

Notary Public.

Recorded April 10 A. D. 1890, at 5 o'clock P. M.

James Brooks  
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 3<sup>rd</sup> day of October, 1895.

Wm. D. Sinclair

Attorney James Brooks  
Register of Deeds

This filing is intended as a mortgage instrument. In consideration of full payment of the within mortgage I hereby release the same this 3<sup>rd</sup> day of October, 1895.