

This Indenture, Made this third day of April in the year of our Lord one thousand eight hundred and eighty ninty between Mary Apitz and Charles Apitz 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 Three thousand 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: lots Nos. fifty four, fifty five, fifty six, fifty seven and fifty eight (61) on Vermont Street, in the City of Lawrence  
The said parties of the first part agree to maintain insurance on said premises, during the existence of this loan, to the amount of \$3500, for benefit of mortgagee, or assigns

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 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 they will warrant and defend the same in the quiet and peaceable possession of said second party, 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 Three thousand Dollars according to the terms of one 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 five years from date with interest after maturity or default that the rate of ten per cent 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 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

Mary Apitz (SEAL.)  
Charles Apitz (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS } ss.  
County of Douglas

Be it Remembered, That on this 12<sup>th</sup> day of April, A. D. 1890, before me, D. L. Hoadley, a Notary Public in and for said County and State, came Mary Apitz and Charles Apitz 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 7<sup>th</sup> 1893. D. L. Hoadley Notary Public.  
Recorded April 12 A. D. 1890, at 4<sup>25</sup> o'clock P. M.

James Brooks Reg. U.S. of Deeds.

*It following is returned on original return  
In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
12<sup>th</sup> day of March 1893  
Wm. S. Sinclair  
Recorded March 28 1893.*

