

MORTGAGE RECORD

This Indenture, Made this first day of April in the year of our Lord one thousand eight hundred and eighty nineteen between Thomas B. Steaden and Eliza J. Steaden, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and William M. Sinclair of same place, of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve hundred 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. One hundred and eighty seven (187) on New Street in the City of Lawrence.

The said parties of the first part hereby agree to keep the building erected on the said premises insured to the amount of \$1200. for benefit of said second party, or his assigns during the continuance of this loan.

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 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

Twelve hundred 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 at the rate of five per cent; the principal interest to date of 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 hands and seals the day and year first above written.

Signed and delivered in presence of

Thomas B. Steaden (SEAL.)

Eliza J. Steaden (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 1st day of April, A. D. 1890, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came Thomas B. Steaden and Eliza J. Steaden, 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 March 6 1892.

Recorded April 12 A. D. 1890, at 4 o'clock P.M.

Joseph E. Riggs Notary Public.

James Brooks Register of Deeds.

In consideration of full payment of the within mortgage there is hereby released the same this 13th day of June, 1890.

W. B. Steaden
Register of Deeds
(Assigned New Book 3 Page 296)

(Assigned New Book 3 Page 297)

The following is entered on the original instrument: This estate herein claimed and having been paid in full this mortgage is hereby released and the instrument is hereby discharged.

Recorded June 12th 1900.