

MORTGAGE RECORD

F. T. Foley, Book Book Manufacturer, Fairview, Kans.

This Indenture, Made this first day of April in the year of our Lord one thousand eight hundred and eighty ninety between Thomas B. Shaden and Eliza J. Shaden his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Wm. A. Sinclair of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and twenty 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 Newkampshire Street, in the City of 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, save a prior mortgage of twelve hundred dollars to said party of the second part and that they will warrant 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 who fully claim by law. This grant is intended as a mortgage to secure the payment of the sum of One hundred and twenty

according to the terms of the 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: twelve dollars on the first day of April and October in each year until said sum of One hundred and twenty dollars is fully paid with interest after maturity, or default, 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 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

Thomas B. Shaden (SEAL.)

Eliza J. Shaden (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 5 day of April, A. D. 1890, before me, a Notary Public in and for said County and State, came Thomas B. Shaden and Eliza J. Shaden 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 - 6 - 1892.

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

Joseph E. Riggs

Notary Public.

James B. Porter

Org. later of Deeds.

The following is indexed an original instrument
The notes herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged
Witness my hand this 11th day of February, A.D. 1890
J. E. Riggs, Notary Public

