

## MORTGAGE RECORD

This Indenture, Made this fifth day of January in the year of our Lord one thousand eight hundred and eighty nine, between William Hughes and Ellen Hughes his wife of Douglas, in the County of Douglas and State of Kansas, of the first part, and William T. Sinclair, of Lawrence Kansas, of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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 the 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 West fractional quarter of Section No. Twenty six in Township twelve (12) East, of Range No. Six (6) East of the 6<sup>th</sup> P.M. containing 1/4 acre more or less; also a sum of the North West fractional quarter of Section No. Two (2), in Township No. Thirteen (13) South, of Range No. Twenty East of the 6<sup>th</sup> P.M. as lies East of the West line of the Shawnee Indian Reservation, containing 1/4 acre more or less and being the homestead of said 1st partie; also the North half of the South West quarter of Section No. 13 in Township 13 South, of Range 20 East, with all the appurtenances, and all the estate, title and interest of the said partie 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, except a mortgage of \$600 to W. C. Beardley, recorded in Book 12 page 434; a mortgage of \$2500 to W. C. Beardley, recorded in Book 13 page 63; and a mortgage of \$250 to Wm. T. Sinclair, recorded in Book 18 page 36, in office of Register of Deeds, Douglas Co., Kans.

This grant is intended as a Mortgage to secure the payment of the sum of

Eight Hundred and Fifty 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 two years after date with interest from maturity or default until paid, at the rate of 6% per annum, the interest from 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 and 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 partie(s) of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Wm. Hughes (SEAL.)

Ellen J. Hughes (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, ss.  
County of Douglas

Be it Remembered, That on this 23 day of April, A. D. 1890, before me,

Joseph E. Riggs, a Notary Public in and for said County and State, came William Hughes and Ellen J. Hughes his wife

to me personally

known to be the same person(s) 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. Joseph E. Riggs Notary Public.

Recorded June 26 A. D. 1890, at 30 o'clock P. M.

James Brooks  
Register of Deeds

The following is entered on the original instrument  
The land herein described having been paid in full, the mortgage  
is hereby released and the said land thereby released.  
C. L. Nichols, Notary Public  
Recorded July 10, 1894  
By James Brooks

The following is entered on the original instrument  
No consideration of full payment of the above mortgage  
is hereby released the same the 15 day of July 1894