

MORTGAGE RECORD

P. T. Foley, Blank Book Manufacturer, Lawrence, Kansas.

This Indenture, Made this 28th day of June in the year of our Lord one thousand eight hundred and eighty ninety between Thomas E. Evans, a widower of Douglas in the County of Douglas and State of Kansas of the first part, and William H. Sinclair, of Lawrence, Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Fifteen Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth 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 fractional North half of the North West quarter of Section No. Three (3), in Township No. Fourteen (14), of Range No. Nineteen (19), containing all of said North West quarter of Section No. Three (3), except the South East corner, containing 85 and 5/100 acres, according to Government survey; Also that part of the South West quarter of Section No. Thirty four (34), in Township No. Fifteen (15), of Range No. Nineteen (19), described as follows: Commencing at the South East corner of said quarter section No. Three (3), and running thence West 1/4 mile to the South West corner of said quarter section No. Three (3), thence North 1/4 mile to the North East corner of said quarter section No. Three (3), thence East 1/4 mile to the North West corner of said quarter section No. Three (3), thence South 1/4 mile to the South East corner of said quarter section No. Three (3), the place of beginning and containing 16 acres of land, more or less, with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

Thomas E. Evans doth hereby covenant and agree that at the delivery hereof he is 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 he 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 Fifteen Hundred Dollars according to the terms of one certain mortgage note this day executed and delivered by the said Thomas E. Evans to the said party of the second part: due in five years from date, with interest after maturity or default at the rate of ten percent per annum, the interest from date to maturity or default being and secured 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 Thomas E. Evans, his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Thomas E. Evans (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 28th day of June, A. D. 1892, before me, D. D. Stodley, a Notary Public in and for said County and State, came Thomas E. Evans, a widower

to me personally known to be the same person 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 - 1892. D. D. Stodley Notary Public.

Recorded June - 28 - A. D. 1892, at 11²⁰ o'clock A. M.

James Brooke Reg. later of Deeds.

The following is endorsed on the original instrument:
In consideration of full payment of the within mortgage I hereby release the same this 1st day of July, 1898.
Recorded July 2, 1898
Wm. T. Sinclair
Register of Deeds