

## MORTGAGE RECORD

J. T. LEE, DEPT. OF REVENUE, LAWRENCE, KAN.

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 Wm. F. Sinclair, of Lawrence, Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Twenty five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath 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 1/2 of the North West 1/4 of Section No. 3, in Township No. 14, of Range No. 14, being all of said N.W. 1/4 of Sec. 3, except the South 1/2 acre thereof, containing 85 and 1/2 acres; Also that part of the South West 1/4 of Section No. 34, in Township No. 13, of Range No. 14, described as follows: Commencing at the South East corner of said Sec. 34, and running thence West 160 rods, thence North 50 rods, thence East 40 rods, thence North 50 rods, thence East 60 rods, thence South 30 rods, thence West 40 rods, thence South-easterly to beginning, containing 92 acres.

And the said Thomas E. Evans with all the appurtenances, and all the estate, title and interest of the said party of the first part therein, 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, save a prior mortgage of Twenty five hundred Dollars to said William F. Sinclair and that he 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 lawfully claiming the same. This grant is intended as a mortgage to secure the payment of the sum of Twenty five

according to the terms of ten certain mortgage notes this day executed and delivered by the said Thomas E. Evans to the said party of the second part: Payable as follows: Ten and 00-100 Dollars on the 30th day of June and December in each year until said sum of Twenty five 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 Thomas E. Evans his heirs and assigns.

In Witness Whereof, The said party of the first part, hath 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. 1890, before me, D. L. Godley, 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 7th 1892.Recorded June 28 A. D. 1890, at 11 o'clock A.M.James Brooks Notary Public.

Register of Deeds.

This following is reduced on the original instrument

In consideration of full payment of the within mortgage I hereby release the same this 15th day of July 1893

Witness my hand and seal this 15th day of July 1893

Thomas E. Evans



The following is reduced on the original instrument. The foregoing of the record is a copy of the original instrument of full payment of the within mortgage. I hereby release the same this 15th day of July 1893. Records, Douglas, Kansas.