

This Indenture, Made this fourth day of October in the year of our Lord one thousand eight hundred and eighty ninety between Charles B. Salue and Mary E. Salue his wife of Douglas 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 Forty 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: The North half of the North East Quarter of Section No. Fifteen (15) in Township No. Nine (9) South of Range No. Eighteen (18) East of 6<sup>th</sup> Principal Meridian, containing eighty (80) acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles of the first part do hereby covenant and agree that at the delivery hereof he 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 prior mortgages of Eight Hundred Dollars to W. C. Buzzisley 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 lawfully claiming the same. This grant is intended as a Mortgage to secure the payment of the sum of Forty Dollars

according to the terms of 10 certain mortgage notes this day executed and delivered by the said Charles of the first part to the said party of the second part as follows: \$10 Dollars on the fourth day of April and October in each year until said sum of Forty 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 Charles 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

Charles B. Salue (SEAL.)

Mary E. Salue (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be It Remembered, That on this 11<sup>th</sup> day of October, A. D. 1892, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came Charles B. Salue and Mary E. Salue 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 Oct 8 A. D. 1892, at 11<sup>30</sup> o'clock A—M.

Joseph E. Riggs Notary Public.

Jas. M. Brooks Register of Deeds.

The following is contained on the original instrument  
The parties hereto executed having been paid in full this mortgage is hereby released and  
and the lien thereby created discharged. Certificate my hand this 18<sup>th</sup> day of Nov. 28, 1900.  
Recorded November 12, 1900 at 11:40 A.M.  
J. E. Riggs  
Notary Public

This mortgage is hereby released and  
the lien thereby created is discharged.  
The parties hereto executed having been paid in full this mortgage is hereby released and  
and the lien thereby created discharged. Certificate my hand this 27<sup>th</sup> day of Oct. 27, 1892.  
Mary Louisa Shannon