

This Indenture, Made this 24th day of October in the year of our Lord one thousand eight hundred and eighty nineteen between Charles E. Dallas, a single man of Baldwin City in the County of Douglas and State of Missouri 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 Three 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: Full lot thirty feet of Lot No One Hundred and twenty six (26) and the East twenty feet of Lot No One Hundred and twenty eight (28) on the North side of Baldwin City

And first party agrees to maintain insurance to amount of \$100 on the building located thereon during the existence of this loan for benefit of said second party, of record

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

Party of the first part 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

Three hundred Dollars according to the terms of one certain mortgage note this day executed and delivered by the said party of the first part to the said party of the second part: due in five years from date, with interest from maturity or default until paid at the rate of ten per cent per annum, the interest from date to 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 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 surplus, if any there be, shall be paid by the party making such sale on demand to the said party of the first part, 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

Charles E. Dallas (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 24th day of October, A. D. 1890, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came Charles E. Dallas, a single man

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 6 1892.

Recorded Oct 24 A. D. 1890, at 2 o'clock P. M.

James Brooks
Register of Deeds.

In consideration of full payment of the within mortgage, I hereby release the same this 24th day of October, 1890.

William H. Sinclair

Register of Deeds

In consideration of full payment of the within mortgage, I hereby release the same this 24th day of October, 1890.

James Brooks