

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 24th day of November in the year of our Lord one thousand eight hundred and ninety, between David A. Daily and Sarah E. Daily, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Wm. I. Sinclair, of Lawrence, Kansas, of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of forty five 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 following: Commencing eighty rods North of the South East corner of the South East quarter of Section No. Twenty (20) in Township No. Fourteen (14) South of Range No. Twenty (20) East of the 6th P. M. running thence West sixty rods, thence North to the North line of said quarter section, thence East sixty rods, thence South to the place of beginning; the tract hereby conveyed containing fifteen acres of land, more or less, and being the homestead of the said parties of the first part.

with all the appurtenances, and all the estate, title and interest of the said parties 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 state of inheritance therein free and clear of all incumbrances, save a prior mortgage of three hundred dollars to said William I. Sinclair 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 five Dollars according to the terms of ten certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part: payable as follows: four and 50/100 Dollars on the 24th day of May and November in each year, until said sum of forty 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 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 parties 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

David A. Daily (SEAL)
Sarah E. Daily (SEAL)
 (SEAL)
 (SEAL)

STATE OF KANSAS, }
 County of Douglas } ss.

Be it Remembered, That on this 25 day of November, A. D. 1890, before me Chester E. Dallas, a Notary Public in and for said County and State, came David A. Daily and Sarah E. Daily, 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 Dec - 15 - 1890Chester E. Dallas

Notary Public.

Recorded Nov - 25 - A. D. 1890, at 4¹⁵ o'clock P M.

James Brooke
 Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 3rd day of Nov 1890.

Wm. I. Sinclair
James Brooke Register of Deeds