

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 21st day of December in the year of our Lord one thousand eight hundred and ninety between Thomas J. Wilson and Maria H. Wilson, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William F. Sinclair, of Lawrence, Kansas of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of One Thousand 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 West forty-eight acres of the North ninety six acres of the North West quarter of Section No. Twelve (12), in Township No. Twelve (12) South, of Range No. Nineteen (19) East of the 6th P. M.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part do hereby covenant and agree, that 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, and that they 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 One Thousand Dollars according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part his executors, administrators and assigns, at due in five years from date, with interest from maturity or default until paid, at 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 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 hand and seals the day and year first above written.

Signed and delivered in presence of

Thomas J. Wilson (SEAL.)
Maria H. Wilson (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 26th day of December, A. D. 1890, before me Joseph E. Riggs, a Notary Public in and for said County and State, came Thomas J. Wilson and Maria H. Wilson, 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 Nov - 6 - 1892 Joseph E. Riggs Notary Public.
Recorded Dec - 26 - A. D. 1890, at 2 - o'clock - M.

James Brooks Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 2nd day of January, A.D. 1890
Wm F Sinclair

Witness James Brooks