

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this first day of January in the year of our Lord one thousand eight hundred and ninety one between M. B. Pryor and Pryor, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William E. Sinclair, of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and sixteen and 90/100 (\$316.90) 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 South East quarter of Section No. twenty nine, in Township No. Fourteen South of Range No. Twenty, East of the 6th M. except the following, commencing at the North West corner of said Sec. and running thence East 10 rods, thence South 10 rods, thence West 10 rods, thence South 10 rods, thence West 10 rods, thence North 10 rods to place of beginning, and 1/2 acres, also except the right of way of the Denver & Lawrence Salveston Railroad Co., the land hereby conveyed containing 11 3/4 acres of land, more or less, subject however to mortgage of Essie Nelson Bondley recorded Sept. 29, 1891 in office of Register of Deeds of Douglas Co. Mo. in Book 16 of Mortgages at page 380. 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, at the delivery hereof they are 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 as above noted, 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 Three hundred and sixteen and 90/100 (\$316.90) Dollars according to the terms of my certain mortgage note this day executed and delivered by the said parties 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, appraisalment 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

M. B. Pryor (SEAL)
Maggie Pryor (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 14 day of Jan, A. D. 1891, before me a Justice of the Peace, a Notary Public in and for said County and State, came M. B. Pryor and Maggie Pryor 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 18 W. Bristol Justice of the Peace
Recorded Jan 16 A. D. 1891, at 5 o'clock P.M.

James Brooks Register of Deeds

The following is a copy of original instrument
The files herein described having been paid in full this Mortgage
is hereby released and the land hereby mortgaged discharged
As Witness my hand this 23rd day of February A.D. 1900.
W. E. Sinclair
Recorder Feb. 23-1900. G. W. Norman Register of Deeds.

The following is indorsed on the original instrument