

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 25th day of January in the year of our Lord one thousand eight hundred and ninety one between Mores Welch, a widower of Douglas in the County of Douglas and State of Kansas of the first part, and William S. Sinclair, of Lawrence, Kansas, of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath 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: the North East quarter of the South East quarter of Section No. twenty (20), in Town ship No. twelve (12) South, of Range No. Nineteen (19) East of the 6th P.M., containing forty acres of land, more or less.

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, at the delivery hereof he is the lawful owner— of the premises above granted, and seized of a good and indefeasible state 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

Five 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 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 party of the first part, his heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Mores Welch (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 25th day of January, A. D. 1891, before me Joseph E. Riggs, a Notary Public in and for said County and State, came Mores Welch, a widower

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 Mar - 6 - 1892 Joseph E. Riggs Notary Public.
Recorded Jan - 25 - A. D. 1891, at 12⁰⁰ o'clock P-M.

James Brooks Register of Deeds

The following is enclosed on the original instrument
The notes herein described having been paid in full, this mortgage
is hereby released, and the said Mores Welch created this changed, of
As witness my hand, this 26th day of July, A. D. 1899
David S. Coleman
By William S. Sinclair, Register of Deeds

Recorded July 28th, 1899.

(Assigned Sec. Book 3 Page 513)