

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 31st day of January in the year of our Lord one thousand eight hundred and ninety one between Matthew B. Baule, a single man of Lawrence in the County of Douglas and State of Kansas of the first part, and William A. Sinclair, of same place. of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two 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: Lot or strip of land with a front of 100 feet on the West side of Rhode Island Street and 100 feet deep, off from the North end of 1st North Street, according to a map of North Lawrence and additions, also beginning at a point in the road due south of the North East corner of the South East quarter of the North West quarter of Section No. 30, in Township No. 12 N. of Range No. 20 E. thence running West 100 feet thence North 100 feet thence East 100 feet thence South 100 feet to place of beginning, all in addition to the part of the City of Lawrence formerly known as North Lawrence, subject however to a mortgage to C. B. Baule, executed May 28 1889, of No. 10 of Mortgage and in the office of the Register of Deeds in and for Douglas, Kansas, and partly of the first part of the said party of the second part, his heirs or assigns, 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 estate of inheritance therein free and clear of all incumbrances, save as above noted and that he will warrant and defend the same in the quiet and peaceable possession of said party, 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

Two 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 percent 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 in 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 a 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 in above written.

Signed and delivered in presence of

Matthew B. Baule (Seal)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 31st day of January, A. D. 1891, before Joseph E. Riggs, a Notary Public in and for said County of Douglas, State, came Matthew B. Baule, 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 31st day of January, A. D. 1891, at 10 o'clock P. M.

My commission expires March 6 - 1892

Recorded Jan - 31 - A. D. 1891, at 10 o'clock P. M.

Joseph E. Riggs Notary Public
James Brooks Deputy

The following is endorsed on: The original instrument