

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 27th day of February in the year of our Lord one thousand eight hundred and nineteen between Peter Ralston a single man and Evaline Ralston Guardian of the Estate of Charles E. Ralston a minor; all of in the County of Douglas and State of Kansas of the first part, and William H. Sinclair, of Lawrence, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six Hundred 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. Eleven (11), and the North half of the South West quarter of Section No. Twelve (12), all in Township No. Eighteen (18) North, of Range No. Eighteen (18) East of the 6th P.M.; said Peter Ralston being the owner of an undivided half of said property, and said Charles E. Ralston being the owner of the other undivided half of said property;

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, 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 Six Hundred Dollars according to the terms of two certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part: due one year 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 notes.

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

Peter Ralston (SEAL.)
Evaline J. Ralston (SEAL.)
Guardian of Estate of (SEAL.)
Charles E. Ralston, minor (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 27th day of February, A. D. 1891, before me August L. Selig, a Notary Public in and for said County and State, came Peter Ralston a single man and Evaline J. Ralston, Guardian of the Estate of Charles E. Ralston, a minor to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

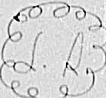
In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Nov - 17 - 1891 August L. Selig Notary Public.
Recorded Feb - 27 - A. D. 1891, at 5 o'clock P M.

James Brooks Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 12th day of March 1892 Wm H Sinclair

James Brooks Register of Deeds



The following was done on the 27th day of February 1891, before me August L. Selig, a Notary Public in and for said County and State, came Peter Ralston a single man and Evaline J. Ralston, Guardian of the Estate of Charles E. Ralston, a minor to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

The following is endorsed on the original instrument: The notes herein described having been paid in full this 12th day of March 1892, the same were released and the lien thereby created discharged. As witness my hand this 24th day of October, A.D. 1892. Wm H Sinclair