

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 20th day of February in the year of our Lord one thousand eight hundred and ninety one between Addie E. Melvin and David M. Melvin, her husband of San Diego in the County of San Diego and State of California of the first part, and William S. Sinclair, of Lawrence, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four Hundred and Fifty 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: lots Nos. Two Hundred and Nine (209), Two Hundred and Eleven (211) and Two Hundred and Thirteen (213) on Elm Street, in Block No. Eleven (11), in that part of the City of Lawrence formerly known as North Lawrence. The said parties of the first part then agree to maintain insurance to an amount of \$600 on the buildings located on above described premises during the existence of this loan, for the benefit of said party of the second part or assigns.

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 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 Four Hundred and Fifty 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: 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 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

Edward BannisterA. H. Simebaugh

STATE OF KANSAS,

County of San Diego

} ss.

Addie E. Melvin

(SEAL.)

David M. Melvin

(SEAL.)

(SEAL.)

(SEAL.)

Be it Remembered, That on this 6th day of March, A. D. 1891, before me A. H. Simebaugh, a Notary Public in and for said County and State, came Addie E. Melvin and David M. Melvin, her husband 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 May 7th 1893Recorded March 17 A. D. 1891, at 10⁴⁶ o'clock A M.

Notary Public.

James Brooke

Register of Deeds

The following is indorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released and the lien there created discharged.
As witness my hand, this 19th day of October, A.D. 1890-
Wm. S. Sinclair

Recorded October 19th 1890-
James Brooke
Register of Deeds