

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 13<sup>th</sup> day of April in the year of our Lord one thousand eight hundred and ninety one between L. Louise Ypatman and Richard S. Ypatman, her husband of Vancouver Barracks in the County of Clarke and State of Washington 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 Three 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: Lot No One Hundred and Fifty one (151) less eight feet off the North side thereof, also Lot No One Hundred and Fifty three (153) and the North half of Lot No One Hundred and Fifty five (155); all in Block No Fifty six (56) in that part of the City of Lawrence known as West Lawrence First parties agree to maintain \$500 of insurance on the buildings upon said lots, during existence of this loan, for benefit of second party or assigns.

with all the appurtenances, and all the estate, title and interest of the said part of the first part 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 Three 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 one year from date, with interest as 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

Carlos W. Shane  
John Bran  
Washington  
STATE OF KANSAS, ss.  
County of Clarke

L. Louise Ypatman (SEAL.)  
R. S. Ypatman (SEAL.)  
(SEAL.)  
(SEAL.)

Be it Remembered, That on this 20<sup>th</sup> day of April, A. D. 1891, before me Carlos W. Shane, a Notary Public in and for said County and State, came L. Louise Ypatman and Richard S. Ypatman 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 January 9-1894 Carlos W. Shane Notary Public.  
Recorded April 28 A. D. 1891, at 10 o'clock A. M.

James Brooks  
Register of Deeds

The following is recorded on original instrument.  
The Note herein described having been paid in full, this mortgage is hereby released and the lien hereby created is discharged.  
As Witness my hand this 13<sup>th</sup> day of April A.D. 1892.  
Wm S Sinclair  
James Brooks Register of Deeds  
By McCarmon Deputy  
Recorded April 16, 1892 at 2<sup>nd</sup> o'clock P.M.