

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 11<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety one between Caroline M. W. French and Charles D. French, her husband of Leavenworth in the County of Leavenworth and State of Kansas of the first part, and Wm. S. Sinclair, of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and seventy five 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 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 and 38 in Block No Five (5); Lots Nos 25, 26, 27, 28, 29, 30, 31, 32, 43, 44, 45, 46, 47 and 48 in Block No Six (6); all of Block No Seven (7); and Lots Nos 49, 50, 51, and 52 and the North half of Lots 53 and 54, in Block No Eleven (11) in that part of the City of Lawrence known as West Lawrence.  
Also the following described land in Leavenworth County, Kansas: The North half of Section No Fourteen (14), in Township No Twelve (12) South, of Range No Twenty (20) East of the 6th P.M.,

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, save a prior mortgage of Three Thousand Dollars and one of Twenty five hundred Dollars to Edid William Sinclair and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, 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 two hundred and seventy five Dollars according to the terms of ten certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part: payable as follows Twenty five and 75 Dollars on the 1st days of May and November in each year, until said sum of Two hundred and 75 Dollars is fully paid, with interest after maturity or default at the rate of ten per cent per annum.

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 hand and seals the day and year first above written.

Signed and delivered in presence of

Caroline M. W. French (SEAL.)  
Charles D. French (SEAL.)  
by Caroline M. W. French (SEAL.)  
his attorney in fact (SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 11<sup>th</sup> day of May, A. D. 1891, before me Joseph E. Riggs, a Notary Public in and for said County and State, came Mrs. Caroline M. W. French for herself and as attorney in fact for Charles D. French, her husband 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.

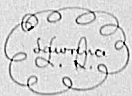
My commission expires March 6 - 1892 Joseph E. Riggs Notary Public.  
Recorded May 5 A. D. 1891, at 12 o'clock P. M.

James Brooks Register of Deeds

*The following is endorsed on the original instrument -*

*In consideration of full payment of this mortgage note I hereby release the same this 15<sup>th</sup> day of January, 1900.*

*Wm. S. Sinclair  
Recorded January 18<sup>th</sup> 1900  
Register of Deeds of Douglas Co. By Wm. S. Sinclair, Deputy*



*(For Partial Release See Book 35 Page 16)*