

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 16th day of May in the year of our Lord one thousand eight hundred and ninety one between J. A. Moore and Maria Moore, his wife of Lawrence in the County of Douglas 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 One Hundred and Eight and eight hundredths 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 Seventy three (173) in Addition No Two (2), in that part of the City of Lawrence formerly known as North Lawrence, being the home lot of the said parties of the first part

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, save a prior mortgage of Three Hundred Dollars to W. C. Beardsley 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 —

One Hundred and Eight and eight hundredths Dollars according to the terms of " 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: Three Dollars on the 10th day of May and November in each year until the sum of thirty Dollars is fully paid, with interest after maturity or default at the rate of ten percent per annum and 75 cents 70 days from date, with interest from date at 10%

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

J. A. Moore (SEAL.)

Maria Moore (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 18th day of May, A. D. 1891, before me L. A. Wight, a Notary Public in and for said County and State, came J. A. Moore and Maria Moore, his wife

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 April 21 1895 L. A. Wight Notary Public.

Recorded May 19 A. D. 1891, at 5²⁰ o'clock P M.

James Brooks Register of Deeds