

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this third day of September in the year of our Lord one thousand eight hundred and ninety one between Colong Hertz of Lawrence in the County of Douglas and State of Kansas of the first part, and William S. Sinclair, of same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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. Seventy three (73) on Indiana Street, in Block No. Eighteen (18), in that part of the City of Lawrence known as West Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part doth hereby covenant and agree, at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that he 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 Two Hundred Dollars, being part purchase money of above described premises.

according to the terms of one certain Mortgage note this day executed and delivered by the said party of the first part to the said party of the second part: due in five years from date, with interest from date to maturity or default, as evidenced by coupons attached to said note, and interest after maturity or default until paid 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 party of the first part, his heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Colong Hertz (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, } SS.  
County of Douglas

Be it Remembered, That on this 9<sup>th</sup> day of September, A. D. 1891, before me L. A. Wight a Notary Public in and for said County and State, came Colong Hertz 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 April - 21 - 1895 L. A. Wight Notary Public.  
Recorded Sept - 9 - A. D. 1891, at 6 o'clock P - M.

James Brooks Register of Deeds

The following is endorsed on original instrument  
in consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
3 day of Sept 1896  
Wm S. Sinclair  
Recorded Sept 14, 1896 James Brooks Register of Deeds  
J. W. Carmean Deputy