

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 26<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and ninety one between Thomas B. Headen and Eliza G. Headen, his wife 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 parties of the first part in consideration of the sum of Five Hundred 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 Eighty seven 187 on New Hampshire Street in the City of Lawrence, being the homestead of the said parties of the first part, subject however to a first mortgage of \$1200 given to said William S. Sinclair, recorded in the office of the Register of Deeds of Douglas County, Kansas, in Book 21 of Mortgages, at page 22. Said first parties agree to maintain a \$700 insurance on said property during the existence of this loan for benefit of said William S. Sinclair, his heirs and 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, that 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 as above noted 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 Five Hundred 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 date to maturity, or default as evidenced by coupons attached to said note, and interest after maturity or default at the rate of ten per cent per annum, until fully paid,

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

T. B. Headen (SEAL)

E. G. Headen (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 26<sup>th</sup> day of September, A. D. 1891, before me L. A. Wright, a Notary Public in and for said County and State, came Thomas B. Headen and Eliza G. Headen, 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. Wright Notary Public.  
Recorded Sept 26 A. D. 1891, at 3<sup>35</sup> o'clock P M.

James Brooks

Register of Deeds

The following is indorsed on the original instrument:  
The said parties described have been paid in full this mortgage is hereby released and they are hereby created discharged of all claims and demands against this 1<sup>st</sup> day of January A.D. 1900.  
W. C. Brantley  
Attorney at Law

Recorded January 19<sup>th</sup> 1900. L. A. Wright, Register of Deeds.  
(Assigned to Book 31 Page 376)