

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 26th day of September in the year of our Lord one thousand eight hundred and ninety one between Thomas B. Headen and Eliza J. Headen his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Wm. J. Sinclair, of Lawrence, Kansas. of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of 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: Lot No. five 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.

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} 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 previous mortgages of seven hundred dollars to William J. 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 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: ten hundred and fifty dollars on the 26th day of March and the same in each year, until said sum of seventy five Dollars is fully paid, with interest after maturity or default at the rate of ten percent 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 hands and seals the day and year first above written.

Signed and delivered in presence of

T. B. Headen

(SEAL.)

E. J. Headen

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 26th day of September, A. D. 1891, before me L. A. Wight, a Notary Public in and for said County and State, came Thomas B. Headen and Eliza J. 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. Wight

Notary Public.

Recorded Sept 26 A. D. 1891, at 3⁴⁰ o'clock P. M.

James Brooks

Register of Deeds

*The following is indorsed on the original instrument:
The notes herein described having been paid in full this mortgage is hereby released and the lien hereby created discharged.
As Witness My hand this 11th day of February, A.D. 1896
Wm. J. Sinclair*

Recorded June 12th 1900. J. J. Norman Register of Deeds.

