

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 11<sup>th</sup> day of October in the year of our Lord one thousand eight hundred and ninety one, between William C. Cary and Mary E. Cary, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and William S. Sinclair, of the place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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: Commencing at a point 120 feet East of the Southwest corner of Lot No. Thirty seven 37, in Addition to Section 10, in that part of the City of Lawrence formerly known as North Lawrence, running thence East 60 feet thence North 17 feet thence West 90 feet thence South 117 feet to place beginning, being a portion of Lot No. Thirty six 36 in said addition to Section 10. First part hereby agrees to maintain an insurance upon the house now on said land during the existence of this loan for the benefit of second party or 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, at the delivery hereof that 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, 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 Two 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 one year from date, with interest from maturity or default at the rate of ten per cent per annum, until fully paid, and interest from date to maturity in default, as evidenced by coupons attached to said note.

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, appraisalment 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  
W. C. Cary (SEAL.)  
Mary E. Cary (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 15<sup>th</sup> day of October, A. D. 1891, before me L. H. Wight, a Notary Public in and for said County and State, came William C. Cary and Mary E. Cary, 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. H. Wight Notary Public.  
Recorded Oct 15 A. D. 1891, at 5 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 thereby created discharged.  
As witness my hand this 20th day of November, A. D. 1895  
Wm. S. Sinclair*

*Recorded November 27th 1895  
James Brooks  
Register of Deeds*