

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 24th day of November in the year of our Lord one thousand eight hundred and ninety one between James Segart and Viretta Segart, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William S. Sinclair of Lawrence, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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: The South West quarter of Section No Eight (8) in Township No Thirteen (13) South of Range No Eighteen (18) East of the 6th P.M. except 2.4 acres along the South side thereof heretofore sold to G.W. Kennedy, the land hereby mortgaged 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 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 unto 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 Four 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. Said mortgage note is payable from date with interest after maturity or default until paid at the rate of ten per cent per annum and interest from date to maturity or 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 hand and seals the day and year first above written.

Signed and delivered in presence of

James Segart (SEAL.)
Viretta Segart (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 25th day of November, A. D. 1891, before me L. A. Wright a Notary Public in and for said County and State, came James Segart and Viretta Segart, 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 Nov. 25 A. D. 1891, at 5³⁰ o'clock P. M.

James Brooks Register of Deeds

The following is indexed on the original instrument

In consideration of full payment of the within mortgage I hereby release the same this 27th day of May 1896

Wm. S. Sinclair

Recorded Feb 10th 1898

Wm. S. Sinclair