

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 27th day of November in the year of our Lord one thousand eight hundred and ninety one between William M. Clarke and Ellen M. Clarke, 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. Sixty Three (63) on Tennessee Avenue in the City of Lawrence being the homestead of the said parties of the first part who agree to maintain \$500 insurance upon the buildings thereon during the existence of this loan for benefit of second party 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, at the delivery hereof <sup>that</sup> 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 who fully 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 two years from date with interest after maturity or default until paid at the rate of ten percent 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, 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

William M. Clarke (SEAL.)  
Ellen M. Clarke (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
Douglas County

Be it Remembered, That on this 27th day of November, A. D. 1891, before me L. A. Wright, a Notary Public in and for said County and State, came William M. Clarke and Ellen M. Clarke, 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 No. 1 27 A. D. 1891, at 3 o'clock P. M.

James Brooks Register of Deeds

*This following is endorsed on the original instrument—*  
*Reviewed of — she within named mortgages the sum of five hundred and 00 Dollars, in full satisfaction of the within mortgage —*  
*Anna E. Vincent —*  
*Recorded Dec. 30<sup>th</sup> 1901 —*  
*L. H. Johnson,*  
*Register of Deeds,*  
*W. H. Ellis, Jr.,*  
*Notary Assignment See Book 31 Pages 177 & 461.*