

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 Mrs Jane Cook of Chicago in the County of Cook and State of Illinois of the first part, and William S. Sinclair of Lawrence, Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Twelve hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth 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: lots No. thirteen, 13 and fourteen, 14 in Block No. fourteen, 14 of one Place Addition to the One Hundred and eleven (111) of the second Addition to the North thirty and four (34) and four (4) subdivisions of Block No. ten (10) in the second Addition, and lot No. six (6) and the south half of lot No. five (5) in Block No. twenty five (25) of Sinclair Addition in the City of Lawrence, said party of the first part hereby agrees to maintain a fire insurance upon the buildings upon said lots, during the existence of this loan, for the benefit of said second party, his heirs and assigns.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said party of the first part doth hereby covenant and agree, that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that she 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 Twelve hundred Dollars being for chase money of a part of the above described premises according to the terms of one certain mortgage note this day executed and delivered by the said party of the first part to the said party of the second part: for a term of two years from date, with interest at term maturity or default until fully paid, at the rate of ten per cent per annum, and interest from date of 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, appraisal 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 party of the first part, her heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Jane Cook

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 27th day of November, A. D. 1891, before me L. A. Wight, a Notary Public in and for said County and State, came Mrs Jane Cook

to me personally

known to be the same person— 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 Nov - 27 - A. D. 1891, at 3 o'clock P. M.

James Brooks

Register of Deeds

In consideration of full payment of this within mortgage I hereby release the same this 24th day of November 1891.

Witness
James Brooks
Register of Deeds
Wm S Sinclair

