

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 30<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and ninety one between Benjamin Hughes a widower 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 party of the first part in consideration of the sum of One hundred and seventy five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath 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: Lot No. Thirty nine (39) in Tragers Subdivision of a portion of Addition No. Four (4), in that part of the City of Lawrence formerly known as North Lawrence, being the homestead of the said party of the first part, who agrees to maintain fire insurance upon the buildings on said lot, during the existence of this loan, for benefit of second party, his heirs or assigns.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part doth hereby covenant and agree, at the delivery hereof he 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 he 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 One hundred and seventy five Dollars 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: due in two years from date, with interest after maturity or default until fully 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, on 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 party of the first part, his heirs and assigns.

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

Signed and delivered in presence of

Benjamin Hughes (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
Douglas County } ss.

Be it Remembered, That on this 1<sup>st</sup> day of December, A. D. 1891, before me L. A. Wight, a Notary Public in and for said County and State, came Benjamin Hughes a widower 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 Dec - 1 A. D. 1891, at 0<sup>45</sup> o'clock A. M.

James Brooks  
Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 2<sup>nd</sup> day of December, 1891.

Wm S Sinclair

Attest: Wm S Sinclair  
By Elsie C. Armstrong  
1891