

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 10th day of June in the year of our Lord one thousand eight hundred and ninety one between David H. McCreath, an unmarried man of Douglas in the County of Douglas and State of Kansas of the first part, and Wm. S. Sinclair, of Lawrence, Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and fifty 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: The East half of the South East quarter of Section No. 15 Township No. 12 South, Range No. 19 East of the 6th P.M., containing eighty acres of land, more or less

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, ^{that} 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, save a prior mortgage of Fifteen hundred Dollars to said William S. Sinclair and that he will warrant and defend the same in the quiet and peaceable possession of the said party of the second part 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 fifty Dollars according to the terms of ten certain mortgage notes this day executed and delivered by the said David H. McCreath to the said party of the second part: payable as follows: fifteen Dollars on the 10th day of June and December in each year, until said sum of One hundred and fifty Dollars is fully paid with interest after maturity or default at the rate of ten per cent per annum 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 David H. McCreath, 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

David H. McCreath (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 10th day of June, A. D. 1891, before me L. A. Wight, a Notary Public in and for said County and State, came David H. McCreath, an unmarried man 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 8 A. D. 1891, at 3 45 o'clock P. M.

James Brooks Register of Deeds

The following is indexed on original instrument.
In consideration of full payment of the within mortgage I hereby release the same this 13th day of June 1896.

Recorded June 15, 1896 James Brooks Register of Deeds
J. W. Carman Deputy