

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 11th day of December in the year of our Lord one thousand eight hundred and ninety-one between William H. Williams and Rebecca J. Williams, his wife of Douglas the County of Kansas and State of Kansas of the first part, and William T. Sinclair of Lawrence, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seventeen 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 North half of the North East quarter of Section No Nineteen (19), also a strip in the North West corner of said section, 32 Rods East and West and 7 Rods North and South. Also the West half of the South West quarter of Section No Nineteen (19), less a strip on the North East corner of 22 Rods North and South and 30 Rods East and West. Also beginning at the North West corner of the North West quarter of Section No Nineteen (19), thence running North 80 Rods, thence East 40 Rods to a branch, thence Northwesterly along said branch to the North line of said section, thence West 74 Rods to place of beginning. All in Township No Nineteen (19), South of Range No Nineteen (19) East of the 1st P.M. containing in all 177 acres and being the homestead of first parties who agree to maintain a \$300 insurance for benefit of Mortgagee or 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, that they are the lawful owners of the premises above granted, and seized of a good and indefeasible state 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 lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Seventeen 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 five years from date, with interest from date to maturity or default as ordered by coupons attached to said note and interest after maturity or default until fully paid at the rate of ten percent 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 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 seal the day and year first above written.

Signed and delivered in presence of

William H. Williams (SEAL.)  
Rebecca J. Williams (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 16th day of December, A. D. 1891, before me John McCenheimer, a Notary Public in and for said County and State, came William H. Williams and Rebecca J. Williams his wife 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 July 27 1893 John McCenheimer Notary Public.

Recorded January 4 A. D. 1892, at 10 o'clock A.M.

James Brooks Register of Deeds

The following is introduced on the original instrument  
In consideration of full payment of the within mortgage  
I hereby release the same this 4th day of March 1893-  
Wm T Sinclair

Recorded March 4th 1893  
James Brooks  
Register of Deeds