

This Indenture, Made this 31st day of December in the year of our

Lord one thousand eight hundred and ninety-one between Alphonzo E. Hitchcock and Rose D. Hitchcock, his wife of Douglas 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 Five Hundred —————— DOLLARS, to —————— 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 One-third of the South West quarter of Section No. Twenty-four (24) in Township No. Thirteen (13) South of Range No. Nineteen (19) East of the 6th P. M., more particularly described as commencing at the North West corner of said 2d. sec., running thence south on West line 53 1/3 Rods, thence East 160 Rods to East line of said 2d. sec., thence North on said East line 53 1/3 Rods, to N. E. corner of said 3d. sec., thence west on North line 160 Rods to beginning, containing 53 1/3 acres, more or less

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, that the delivery hereof 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 same in the quiet and peaceful 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

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 five years from date, with interest from date to maturity or default as evidenced by coupon attached to said note and interest after maturity or default until fully paid at 10% 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 sale, 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:

Alphonzo E. Hitchcock (SEAL.)

Rose D. Hitchcock (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 2nd day of January, A. D. 1892, before me L. A. Night, a Notary Public in and for said County and State, came Alphonzo E. Hitchcock and Rose D. Hitchcock, 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 April 24, 1895

L. A. Night

Notary Public

Recorded January 11th A. D. 1892, at 10 2nd o'clock A. M.

James Brooks

Register of Deeds

The following is enclosed on the original instrument,

Dec. 15, 1896
Received of Alphonzo E. Hitchcock and Rose D. Hitchcock the within
named monies for the sum of Five Hundred Dollars
in full satisfaction of the within mortgage.

Edward J. Mayes

James Brooks

J. J. Brooks

Bob

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