

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 20th day of January in the year of our Lord one thousand eight hundred and ninety-two between Maudie M. Keeny and Edward Keeny, her husband of the County 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 Seven 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 parties 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 Eighty (80) Acres of the South East quarter of Section 20, Town (11), in Township 20 North (14) South of Range 20 East (12) East of the 6th P. M.

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, <sup>that</sup> at 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 quiet and peaceable possession of 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 Seven 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 parties of the second part: due in five years from date, with interest from date to maturity as evidenced by coupons attached to said note, and interest after maturity or default at rate of 10% per annum, until fully paid 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 parties 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 parties 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 parties of the first part, their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Maudie M. Keeny (SEAL.)  
Edward Keeny (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, }  
 County of Douglas } ss.

Be it Remembered, That on this 21st day of January, A. D. 1892, before me L. A. Wight, a Notary Public in and for said County and State, came Maudie M. Keeny and Edward Keeny, her husband, to me personally known to be the same persons 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 1896 L. A. Wight Notary Public.

Recorded January 31 A. D. 1892, at 4:45 o'clock P. M.

James Brooks Register of Deeds

The following is indorsed on the original instrument  
 In consideration of full payment of the within mortgage  
 I hereby release the same this 8th day of February 1892  
Wm. T. Sinclair

Recorded February 8th 1892  
James Brooks  
 Register of Deeds

L. A. Wight