

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 25th day of January in the year of our Lord one thousand eight hundred and ninety two between Ephraim Pringle and Elizabeth Pringle, his wife 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 parties of the first part in consideration of the sum of Two 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: Commencing at a point 10 Rods South of a point 10 Rods East of the NW corner of Sec. 29, Twp. 12 Range 20 running thence East 9 Rods thence North 13 Rods 4 feet 6 inches thence East 9 Rods thence South 13 Rods 4 feet 6 inches to beg. Containing 3/4 of an acre. Also the following: Commencing 30 Rods East 1/2 Rod 7 ft. South of NW corner of NW 1/4 of Sec. 29, Twp. 12 Range 20 thence East 10 Rods thence South 8 1/2 ft thence West 10 Rods thence North 8 1/2 ft to beg. All being in that part of the City of Lawrence formerly known as North Lawrence 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 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 peaceable possession of 2d 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 Two 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 2 years from date with interest from date to maturity as evidenced by coupons attached to said note and interest after maturity or default at 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 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, appraisalment 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, then 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

L A Wight

Ephraim Pringle
Elizabeth Pringle

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 25th day of January, A. D. 1892, before me L A Wight, a Notary Public in and for said County and State, came Ephraim Pringle and Elizabeth Pringle, his wife 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, 1895

L A Wight

Notary Public.

Recorded January 26 A. D. 1892, at 11:20 o'clock A. M.

James Brooks

Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this

30 day of Sept 1892

Wm Sinclair

James Brooks

Register of Deeds