

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 16th day of April in the year of our Lord one thousand eight hundred and ninety-two between John M. Sullivan and Lucy M. Sullivan, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William S. 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 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 South Fifty Acres of the East half of the South West quarter of Section No. Four (4) in Township No. Fifteen (15) North of Range No. Twenty (20) 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, at the delivery hereof to give 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 Seven Hundred Dollars according to the terms of no 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 the rate of five 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 parties of the second part heirs executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the parties of the second part heirs 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 heirs 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

John M. Sullivan (SEAL.)
Lucy M. Sullivan (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 20 day of April, A. D. 1892, before me a Justice of the Peace, came John M. Sullivan and Lucy M. Sullivan, 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 189 W. Bristow Justice of the Peace
 Recorded April 20 A. D. 1892, at 2 o'clock P. M.

James Bristow
 Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 14th day of April, 1895 - Wm S Sinclair

Witness
James Bristow
 Register of Deeds