

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 6th day of May in the year of our Lord one thousand eight hundred and ninety two between Deborah E. Westheffer and Eli Westheffer her husband, Jennie Starkweather formerly Gibbs & Chas Starkweather her husband, all of in 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 One Thousand 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 South half of the South West quarter of Section No. Thirty one (31), less one acre school lot in southwest corner; Also the North West quarter of the South West quarter of Section No. Thirty one (31), except twelve acres deduced to Geo. Ott, All in Township No. Twelve (12) South of Range No. Twenty one (21) East of the 6th M., containing in all one hundred acres of land more or less and being the homestead of grantors, who agree to pay to said party of the second part insurance on the buildings now on or to be erected on said land, during the existence of this loan, for benefit of grantee, his heirs and 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

One Thousand 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 coupons attached to said note, and interest after maturity or default in payment of 8 interest at the rate of ten per cent 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, appraisal 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 seals the day and year first above written.

Signed and delivered in presence of

Deborah E. Westheffer (SEAL.)
Eli Westheffer (SEAL.)
Jennie Starkweather (SEAL.)
Chas Starkweather (SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 6 day of May, A. D. 1892, before me L. R. Wight, a Notary Public in and for said County and State, came Deborah E. Westheffer and Eli Westheffer her husband, and Jennie Starkweather and Chas Starkweather 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 1895 L. R. Wight Notary Public.

Recorded May 14 A. D. 1892, at 9¹⁰ o'clock A. M.

James Brooks Register of Deeds

The following is a true and correct copy of the original instrument in consideration of full payment of the within mortgage, and hereby released to me this 11th day of May 1897.
Wm. T. Sinclair
Depr. Register of Deeds
Recorded May 18, 1897.