

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 28th day of May in the year of our Lord one thousand eight hundred and ninety two between Della Gilman, Guardian of Estate of Walter, Ralph, Laura, Bessie and Arthur Gilman, minors heirs of Arthur Gilman, deceased of Douglas in the County of Douglas and State of Kansas of the first part, and William Sinclair, of Lawrence, Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred and Twelve and 00/100 (\$212.50) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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: An undivided half interest in the East 60 and 15/100 acres of the North 100 acres of the North East quarter of Section No. thirty two (32), in Township No. Fourteen (14) South, 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 party of the first part therein. And the said doth hereby covenant and agree, that at the delivery hereof said minors heirs 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 she, as Guardian, 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

Two Hundred and Twelve and 00/100 Dollars according to the terms of one certain mortgage note this day executed and delivered by the said party of the first part to the said party of the second part during 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 the payment of interest, at the rate of ten percent 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, 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 sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said party of the first part, her heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Della Gilman (SEAL)
Guardian of the Estate of Walter, Ralph, Laura, Bessie and Arthur Gilman, minors (SEAL)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 2^d day of June, A. D. 1892, before me L. H. Wight, a Notary Public in and for said County and State, came Della Gilman, Guardian of Estate of Walter, Ralph, Laura, Bessie and Arthur Gilman, minors heirs of Arthur Gilman, deceased 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 21 1895L. H. Wight

Notary Public.

This mortgage approved by the Probate Court of Douglas County, Kas. this June 2 1892, and Journal S. p. 552.
Recorded June 2 1892 at 1st o'clock P.M.

James Brooks
Register of Deeds

The following is indorsed on the original instrument:
Feb 3^d 1897, Received of E. H. Purvis, the full Satisfaction
of the within Mortgage
Wm. T. Sinclair

Recorded Sept 28th 1907
J. H. Armstrong,
Register of Deeds.