

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Second day of June in the year of our Lord one thousand eight hundred and ninety two between Diodore Sabarriere and Eliza Sabarriere, 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 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: Beginning at the South West corner of the South West quarter of Section No. Twenty one (21) in Town Ship No. Fourteen South of Range No. Twenty (20) East of the 6th P.M. thence running North 73 Rods thence East 50 Rods thence North 87 Rods thence East 54 and 1/2 Rods thence South 62 and 1/2 Rods thence East 56 and 1/2 Rods thence South 98 and 1/3 Rods thence West 160 Rods to place of beginning, 111 acres, more or less.

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 estate 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 who fully 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 maturity or default, as evidenced by coupons attached to said note, and interest after maturity or default in payment of 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, 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 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 seal the day and year first above written.

Signed and delivered in presence of

Diodore Sabarriere (SEAL.)
Eliza Sabarriere (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 3^d day of June, A. D. 1892, before me L. A. Wight a Notary Public in and for said County and State, came Diodore Sabarriere and Eliza Sabarriere, 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 June 3 A. D. 1892, at 4 o'clock P M.

James Brooks Register of Deeds

The following is endorsed on the original instrument
The note having described having been paid in full, this mortgage
is hereby released and the lien thereby created, discharged
Witness my hand this 11th day of July A. D. 1892
Wm. S. Sinclair

Recorded July 15th 1892
James Brooks
Register of Deeds