

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this first day of June in the year of our Lord one thousand eight hundred and ninety two between Eveline L. Holmes, an unmarried woman, 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 party of the first part in consideration of the sum of One thousand 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: All that part of the North West quarter of Section No. Twenty eight (28), in Township No. Fourteen (14) North, of Range No. Twenty (20) East of the 6th P.M., lying and being North and West of the right of way of the Southern Kansas Railroad, and containing 11.0 acres of land, more or less.

That party of the first part doth covenant to maintain an insurance upon the house now on above described land, during the existence of this loan, for the benefit of said second party, his heirs and assigns.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

party of the first part doth hereby covenant and agree, at the delivery hereof she is the lawful owner 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 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 party 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 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

Eveline L. Holmes

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 1st day of June, A. D. 1892, before me L. H. Wright a Notary Public in and for said County and State, came Eveline L. Holmes, an unmarried woman,

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 24 1895

L. H. Wright

Notary Public.

Recorded June 3 A. D. 1892, at 4 o'clock P. M.

James Brooks

Register of Deeds

For Release See Book 4 Page 643
 For Assign See Book 48 Page 621
 In Assignment See Book 33 Page 83
 Acknowledged See Book 25 Page 673