

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this first day of July in the year of our Lord one thousand eight hundred and ninety two between Martha A. Dade and Eliza B. Dade, both unmarried 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 Forty five Hundred and Fifty 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: Commencing at the North East corner of Lot No. Seven (7) in Block No. Five (5) of Gabcock's Addition to the City of Lawrence, running thence West six hundred and forty and one half (640 1/2) feet, more or less, to the West line of said Addition thence South one hundred and thirty five (135) feet, thence East six hundred and forty and one half (640 1/2) feet, more or less to the West line of Tennessee Street, thence North one hundred and thirty five (135) feet to beginning; being the homestead of first parties;

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, 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 lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Forty five Hundred and Fifty 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 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, appraisalment 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 hands and seals the day and year first above written.

Signed and delivered in presence of

Martha A. Dade (SEAL.)  
Eliza B. Dade (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, } ss.  
 County of Douglas

Be it Remembered, That on this 2<sup>d</sup> day of July, A. D. 1892, before me L. A. Wight a Notary Public in and for said County and State, came Martha A. Dade and Eliza B. Dade, both unmarried 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 July - 2 A. D. 1892, at 11 o'clock P M.

James B. Bots Register of Deeds

The following is indexed on the original instrument  
 The note herein described having been paid in full, this mortgage  
 is hereby released, and the lien thereby created discharged  
 As witness my hand, this 17<sup>th</sup> day of March, A. D. 1894  
Wm. S. Sinclair  
Register of Deeds

For assignment in Book 29 Page 67