

The following is endorsed on the original instrument

In consideration of full pay-

ment of the within mortgage

I hereby release the same this

10th day of October, 1893.

Wm. C. Sinclair

Recorded October 1st 1893

Attest

Wm. C. Sinclair

This Indenture, Made this 8th day of February in the year of our Lord, one thousand eight hundred and ninety three between Edgarley R. Bailey and Lady G. Bailey, his wife and Charles R. Sonjoy and Lucy R. Sonjoy, his wife all of the County of Douglas and State 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 five hundred 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: An undivided one half interest in the West half of the South East quarter of Section No Twenty two (22) in Township No Fourteen (14) South, of Range No Twenty (20) East of the 6th P.M., containing 80 acres, more or less, subject to \$600. mortgage given to William T. Sinclair, recorded in the office of Register of Deeds of Douglas County, Kansas, in Book 22 page 489, 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 that 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, except above mentioned mortgage, and that they will warrant and defend the same in the quiet and peaceable possession of a party of their 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 five hundred Dollars according to the terms of one certain mortgage note this day executed and delivered by the said Edgarley R. Bailey and wife 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 thereto attached, and interest after maturity or default, until fully paid, at the rate of ten per cent per annum, and this conveyance shall be void if such payments to 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, 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 the moneys arising from such sales, to retain the amount then due for principal and interest together with the cost 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.

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In consideration of full pay-