

This Indenture, Made this sixth day of March in the year of our Lord one thousand eight hundred and ninety four between Joseph J. Sindley a single man (being of lawful age) of the County of Douglas, and State of Kansas, of the first part and Melcher L. Metcalf of Lawrence Kansas of the second part:

Witnesseth, That the party of the first part, in consideration of the sum of Four Hundred Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and convey to the said party of the second part his heirs and assigns forever, the following tracts or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Lots Numbered twenty one (21) twenty two (22) and the East half of twenty three (23) and Lot No Forty (40), all in Addition Nine (9) in North Lawrence in the city of Lawrence, with 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 does hereby covenant and agree that at the delivery hereof he 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; that he has good right to sell and convey said premises, and that he will warrant and defend the same against the lawful claim of all persons.

This Grant is intended as a mortgage to secure the payment of the sum of Four Hundred Dollars, and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by the said Parties of the first Part, to-wit: Note No. 1, for Four Hundred Dollars, due March first, 1899, all dated March 6 1894, payable to Russell & Metcalf or order, at the Importers and Traders National Bank of New York City, N. Y., with interest payable semi-annually on the first days of March and September in each year, according to coupons attached to said note. The party of the first part further agree that he will pay all taxes and assessments upon said premises before they shall become delinquent; and they will keep the buildings on said property insured for \$400, in some approved Insurance Company, payable in case of loss to the mortgage or assigns, and deliver the policy to the mortgagee, as collateral security hereto.

Now, If such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the party of the first part. But if default be made in the payment of said principal sum, or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default be made in the agreement to insure, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part; and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree

(Original now Book 37 Page 85) (Collected per book 39 page 163) (Orig. of sec. Book 39 page 98)