

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this third day of October in the year of our Lord one thousand eight hundred and ninety two between Sarah J. Rushmer, a widow of the City 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 party of the first part in consideration of the sum of Fifteen Hundred 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: Lot No One Hundred and Sixteen (16) on Louisiana Street, in the City of Lawrence, being the homestead of Grant, who agrees to maintain insurance in sum of \$1500. upon the building on said lot, during the existence of this loan, for benefit of Grant, 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 Sarah J. Rushmer do hereby covenant and agree that 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 Fifteen Hundred Dollars according to the terms of one certain mortgage note this day executed and delivered by the said Sarah J. Rushmer to the said party of the second part: due in two 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 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 the 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 Sarah J. Rushmer, 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. Sarah J. Rushmer (SEAL.)

Signed and delivered in presence of _____ (SEAL.)

_____ (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 11th day of October, A. D. 1892, before me L. H. Night, a Notary Public in and for said County and State, came Sarah J. Rushmer, a widow 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 21 1895. L. H. Night Notary Public.
Recorded Oct 5 A. D. 1892, at 11 o'clock M.

James Brooks Register of Deeds.

For assignment see Book 25 Page 636
For assignment see Book 29 Page 96
For assignment see Book 39 Page 253
Recorded - Oct 6 - 1892 -
By Wm S. Sinclair Deputy
Register of Deeds,
City of Lawrence, Kansas.
The following is endorsed on the original:
In consideration of full payment of the within mortgage I hereby release the same this 30 day of October, 1892.