

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

Francis J. Yormont and Effie D. Yormont his wife

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

Two Thousand 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: The Northeast quarter of section No. Eleven (11) in township No. Fifteen (15)

south of Range No. Seventeen (17) East of the 6th PM, containing 32 acres more or less, and

being the homestead of the said parties of the first part

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 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

Two Thousand 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 for default in payment

of interest or any portion of principal when due, at the rate of ten percent per annum, until

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 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 sealed the day and year first

above written.

Signed and delivered in presence of

E. J. Wilkey

Francis J. Yormont

(SEAL.)

Effie D. Yormont

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Osage } ss.
(Assigned See Book 81, Page 309)

Be it Remembered, That on this 3 day of October, A. D. 1892, before me

E. J. Wilkey, a Notary Public in and for said County and State, came Francis J. Yormont and Effie D. Yormont his wife

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 Dec 20 1893

Recorded Oct 5 A. D. 1892, at 3 1/2 o'clock P. M.

E. J. Wilkey

Notary Public.

Jesse Brumbaugh

Register of Deeds.