

JOURNAL CO. LAWRENCE, KAN.

The following was endorsed on the original instrument:
 The note herein described having been paid in full this mortgage
 is hereby released, and the lien thereby created is discharged. No. 1216
 my hand this 15th day of July A.D. 1898
 A. N. Brownell
 Julia S. Allen Executor of
 Estate of J. P. Allen deceased
 Mabel C. Brownell
 L. D. Petrie

This Indenture, Made this 9th day of July in the year of our Lord one thousand eight hundred and ninety two between N. Nelson Bangs and Fannie D. Bangs his wife 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 Twenty 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: Lots Nos One Hundred and Thirty seven (137) and One Hundred and Thirty nine (139), both on Tennessee Street, in the City of Lawrence being the homestead of Grantors, who agree to maintain \$2000 insurance thereon for benefit of Grantee and his assigns, during the existence of this loan.

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 Twenty five Hundred 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 or any portion of principal, when due, at the rate of ten percent 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 and 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 seals the day and year first above written.

Signed and delivered in presence of

N. N. Bangs (SEAL.)
F. D. Bangs (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 3d day of October, A. D. 1892, before me L. A. Night, a Notary Public in and for said County and State, came N. Nelson Bangs and Fannie D. Bangs 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 April 21 1895. L. A. Night Notary Public.
 Recorded Oct 12 A. D. 1892, at 3 o'clock P. M.

James Brooke
 Register of Deeds.

Sec. Book 2 of Page 35 for assignment of this mortgage
 Recorded July 18/1898
 J. D. Jannan
 Register of Deeds
 by H. H. H.