

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 30th day of November in the year of our Lord one thousand eight hundred and ninety two between William Smith and Marica S. Smith his wife of in the County of Douglas and State of Kansas of the first part, and William S. 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 South 130 acres of the North West quarter of Section No twenty three (23), and 10 acres in a square form in the South East corner of the South West quarter of Section No fourteen (14), all in Township No fourteen (14) South, of Range No Eighteen (18) East of the 6th P.M. First parties agree to maintain \$500 insurance on said premises for benefit of second party, or assigns, during 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 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 or default, until fully paid, at the rate of ten percent per annum. 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 seals the day and year first above written.

Signed and delivered in presence of

Wm. Mesenhimer

William Smith (SEAL.)
Marica S. Smith (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 3rd day of Dec, A. D. 1892, before me Wm Mesenhimer, a Notary Public in and for said County and State, came William Smith and Marica S. Smith 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 Feb 27 1893
Recorded Dec 13 A. D. 1892, at 5 o'clock P. M.

Wm Mesenhimer Notary Public.
James Brooks Register of Deeds.

The following is endorsed on the original instrument
On consideration of full payment of the within mortgage
I hereby release the same this 23 day of Nov 1893
Wm. S. Sinclair

Recorded March 24th 1893
James Brooks
Register of Deeds