

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 15th day of December in the year of our Lord one thousand eight hundred and ninety two between Stephen M. Cann and Emily S. M. Cann, 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 One 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: Beginning at a point on the North line of Elm Street in that part of the City of Lawrence formerly known as North Lawrence, 165 feet West of the South East corner of Block No. 16, thence North 130 feet, thence West 20 feet, thence North 110 feet to the South line of Locust Street, thence West along the South line of Locust Street 175 feet to the North West corner of the S. E. 1/4 of said Block No. 6, thence South to the North line of Elm Street 240 feet to W. N. corner of S. E. 1/4 said Block, thence East along North line of Elm Street 195 feet to place of beginning

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 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

One 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 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 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

S. D. M. Cann (SEAL.)
Emily S. M. Cann (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 15th day of December, A. D. 1892, before me L. A. Night, a Notary Public in and for said County and State, came Stephen M. Cann and Emily S. M. Cann, 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
Recorded Dec 15 A. D. 1892, at 6 o'clock P. M.

L. A. Night Notary Public.
James Brooke Register of Deeds.

The following is 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 changed as witness my hand this 15th day of June A.D. 1905.
 Wm. S. Sinclair, Executor
 Estate of S. D. M. Cann deceased.
 Recorded June 15th 1905
 Wm. S. Sinclair
 Register of Deeds