

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this third day of February in the year of our Lord one thousand eight hundred and ninety three between Ardon Mead, widower and legatee under the will of Betsey S. Mead, deceased 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 Four Hundred DOLLARS, to him 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: The North three-fifths of Lot No Forty one (41) on Conception Street, in the City of Lawrence, being the homestead of the said Ardon Mead, who hereby agrees to pay in \$400. insurance upon the house now on said lot, for benefit of grantee, his heirs or assigns, during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Ardon Mead doth hereby covenant and agree that at the delivery hereof he 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 he 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 Four Hundred Dollars according to the terms of one certain mortgage note this day executed and delivered by the said party 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 per cent 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 Ardon Mead, his heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set his hand and seal the day and year first above written. Ardon Mead (SEAL.)

Signed and delivered in presence of

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 11 day of February, A. D. 1893, before me L. A. Night, a Notary Public in and for said County and State, came Ardon Mead, a widower 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  
Recorded 11 A. D. 1893, at 5 o'clock P. M.

Notary Public.

Register of Deeds.

The following is indicated on the original instrument  
The note herein described having been paid in full this Montgomery  
is hereby released and the lien thereon is hereby discharged  
as witness my hand and the seal of my office this 3rd day of April A. D. 1894  
J. A. Boardman

(Released See Book 37 Page 466)

Recorded April 11 1894

Assigned See Book 38 Page 476