

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Thirtieth day of February in the year of our Lord one thousand eight hundred and ninety three between Milton Pettibone and Eleanor Y. Pettibone his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Wm. S. Sinclair of the same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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: The West One fourth of the South West quarter of the South East quarter of Section Twenty Six (26) in Township Twelve (12) South of Range Nineteen (19) East Ten (10) acres according to Government Survey

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

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 Promissory Note this day executed and delivered by the said Milton Pettibone & Eleanor Y. Pettibone to the said party of the second part: Due and payable three years after date with interest at 5 per cent per annum, interest payable semiannually with right to pay the sum of One hundred dollars or upwards at any time

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 or their heirs and assigns.

In Witness Whereof, The said party of the first part, ha— hereunto set — hand and seal the day and year first above written. Milton Pettibone (SEAL.) Eleanor Y. Pettibone (SEAL.)

Signed and delivered in presence of _____ (SEAL.) _____ (SEAL.)

STATE OF KANSAS, } ss. County of Douglas

Be it Remembered, That on this 13th day of February, A. D. 1893, before me D. L. Hoadley, a Notary Public in and for said County and State, came Milton Pettibone and Eleanor Y. Pettibone 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 March 15th 1896. D. L. Hoadley Notary Public. Recorded Feb 13 A. D. 1893, at 3⁴⁰ o'clock P— M. James Brooke Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 13th day of June, 1894. Wm S Sinclair Attest H W Carmean Deputy Register of Deeds