

JOHN CO. LAWRENCE, KAN.

This Indenture, Made this 30<sup>th</sup> 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 Douglas 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 part1<sup>st</sup> 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: All of the North West quarter of Section No. twenty three (23) in Township No. Twenty four (24) South, of Range No. Eighteen (18) East of the 6<sup>th</sup> PM, excepting 30 acres lying in the North West corner of said quarter section, said 30 acres lying North and West of a certain County road and being the same 30 acres which was conveyed by William Smith and wife to William S. Sinclair by deed dated Jan. 2, 1871, recorded in office of Register of Deeds said County, in Book 4 page 49; the land hereby mortgaged being 130 acres

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 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 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 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.

Wm. Smith (SEAL.)  
Marica S. Smith (SEAL.)

STATE OF KANSAS, } ss.  
County of \_\_\_\_\_

Be it Remembered, That on this 30 day of December, A. D. 1892, before me M. H. Ulrich, Justice of the Peace, 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 189  
Recorded 11 24 A. D. 1893, at 5 o'clock PM

M. H. Ulrich Notary Public.  
James Brooks Register of Deeds.

The following was indorsed on the original indenture:  
The State herein described having been paid in full this mortgage is hereby released and the same hereby created and changed to William S. Sinclair my land, this 30<sup>th</sup> day of December A.D. 1892  
William S. Sinclair President of the estate of William S. Sinclair Executor

Recorded Dec. 10-1892  
U. D. Saxman Register of Deeds  
J. C. Fisher reg.  
See Book 26 Page 149 for Assignment