

**This Indenture**, Made this second day of March in the year of our Lord one thousand eight hundred and ninety three between H. C. Matter of the first part, and William S. Sinclair, of Lawrence, Kansas of the second part,

**Witnesseth**, That the said party of the first part in consideration of the sum of Twenty four hundred and thirty five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, have 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 South East quarter of Section No Thirty two (32), in Township No twelve (12) South of Range No Eighteen (18) East of the 6<sup>th</sup> PM, containing 160 acres of land more or less.  
Grantor agrees to maintain \$300 insurance upon the house now on said land, during the existence of this loan, for benefit of second party, his heirs and assigns.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

H. C. Matter 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 or assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Twenty four hundred and thirty five Dollars being part purchase money of above described premises according to the terms of our certain mortgage note this day executed and delivered by the said H. C. Matter 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 H. C. Matter his heirs and assigns.

**In Witness Whereof**, The said party of the first part, have hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

STATE OF KANSAS, } ss.  
 County of Douglas

**Be it Remembered**, That on this 11 day of March, A. D. 1893, before me J. H. Night, a Notary Public in and for said County and State, came H. C. Matter

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 March 11 A. D. 1893, at 5<sup>25</sup> o'clock P.M.

J. H. Night

Notary Public.

James Brooke

Register of Deeds.

For Release See Book 57- Page 75  
 For Assignment See Book 57- Page 75  
 For Assignment See Book 57- Page 75  
 (Assigned See Book 31 Page 11)