

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this thirtieth day of March in the year of our Lord one thousand eight hundred and ninety three between Harmon H. Foose and Selma Foose his wife of Seattle in the County of King and State of Washington of the first part, and William A. Sinclair, of Lawrence, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty five 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 North West quarter of Section No Twenty three (23), and a strip of land one rod wide, off of the North side of the South West quarter of Section No Twenty three (23), all in Township No 13 North, of Range No Nineteen (19) East of the 6th P.M. containing 161 acres of land, more or less;

That he agrees to maintain \$500.00 insurance upon the buildings now on said land, for the benefit of second party, his heirs and assigns, during the existence of this loan

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 Twenty five 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, 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 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

F. L. ArmstrongAlfred C. NelsonWashington  
STATE OF KANSAS } ss.County of KingHarmon H. Foose

(SEAL.)

Selma Foose

(SEAL.)

(SEAL.)

(SEAL.)

Be it Remembered, That on this 30th day of March, A. D. 1893, before me J. C. McDivitt, a Notary Public in and for said County and State, came Harmon H. Foose and Selma Foose his wife of the City of Seattle in said County and State 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 23rd 1895  
Recorded April 14 A. D. 1893, at 11:30 o'clock A. M.

J. C. McDivittJames Brooks  
Register of Deeds.

(Assigned Dec Book 31 Page 478)  
(Released Dec Book 37 Page 503)