

(The following is endorsed on the original instrument.  
 The note therein described having been paid in full this mortgage  
 is hereby released, and the copy hereby created discharged, 1905.  
 As witness my hand, this 15th day of January A.D. 1905.  
 J. E. Newlin.

Received Jan. 15-1905.  
 C. C. Townsend, Reg. of Deeds.  
 By Eric E. Cyprian, Dep.

(Assigned see Book 3 Page 373)  
 (For Assignment See Book 44 Page 488)

This Indenture, Made this 17th day of April in the year of our  
 Lord one thousand eight hundred and ninety three between  
John Charlton and Martha Charlton, his wife,  
 of Sawnee in the County of Douglas and State of Kansas  
 of the first part, and William B. Sinclair, of same place,  
 of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of  
Twelve 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: Lot No Thirty four (34) on Ohio Street, in the City of Sawnee  
Grantors hereby agree to maintain \$1500. insurance upon the buildings now on  
said Lot or to be erected thereon, during the continuance of this loan, for benefit of  
second party, his heirs or assigns.

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 or 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 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  
Twelve 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 part 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 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, appraisalment 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 hand and seal the day and year first  
 above written.

Signed and delivered in presence of

John Charlton (SEAL)  
Martha Charlton (SEAL)  
 (SEAL)  
 (SEAL)

STATE OF KANSAS, } ss.  
 County of Douglas

Be it Remembered, That on this 5th day of May, A. D. 1893, before me  
S. A. Wright, a Notary Public in and for said County and  
 State, came John Charlton and Martha Charlton, 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 April 21 1895  
 Recorded May 16 A. D. 1893, at 8<sup>45</sup> o'clock A.M.

S. A. Wright Notary Public  
James Brooks Register of Deeds