

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 9th day of May in the year of our Lord one thousand eight hundred and ninety three between Adam Carter, a widower of Lawrence in the County of Douglas and State of Kansas of the first part, and William T. Sinclair, of same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath 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: Lots Nos One Hundred and Seventy six (176) and One Hundred and Seventy eight (178) both on Rhode Island Street, in the City of Lawrence

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

Adam Carter 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 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

Four Hundred Dollars according to the terms of one certain mortgage note this day executed and delivered by the said party 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, at the rate of seven per cent per annum and interest after maturity or default in payment of interest at the rate of ten per cent per annum until fully paid 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 part 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 party of the first part, his heirs and assigns.

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

Signed and delivered in presence of

Adam Carter

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 9th day of May, A. D. 1893, before me J. R. MIGHT, a Notary Public in and for said County and State, came Adam Carter, a widower

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 J. R. MIGHT Notary Public.

Recorded May 10 A. D. 1893, at 9 o'clock P. M.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As Witness my hand, this 11th day of March A.D. 1910
J. H. Bartleslee.

Recorded March 11 1910
Clay & Lawrence
Register of Deeds

(Assigned See Book 3, Page 871)