

This Indenture, Made this 9th day of May in the year of our Lord one thousand eight hundred and ninety three, between The Associated Charities of Lawrence, Kansas, a corporation under the laws of the State of Kansas in the County of Douglas and State of Kansas, of the first part, and William J. Sinclair, of Lawrence, Kansas of the second part,

**Witnesseth**, That the said party of the first part in consideration of the sum of One Hundred and Fifty five DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, hath 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: Beginning at a point on the center line of Warren Street produced from the City of Lawrence 2 and  $\frac{1}{2}$  chains West of the East boundary of the North West quarter of Section No Thirty six (36), in Township No twelve (12) South of Range No Nineteen (19) East of the 6th P.M. Line running 11 $\frac{1}{2}$  and  $\frac{1}{2}$  chains, thence South 5 and  $\frac{1}{2}$  chains, thence East 5 and  $\frac{1}{2}$  chains, thence North 5 and  $\frac{1}{2}$  chains to place of beginning, containing three acres of land, more or less,

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

party of the first part doth hereby covenant and agree that at the delivery hereof it 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 it will warrant and defend the 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

One Hundred and Fifty five 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 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 of the first part making such sale on demand to the said party of the first part or its heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set hand and seal the day and year first above written, caused these presents to be executed by the chairman of its Executive Committee, and its corporate seal to be affixed thereto, this day and year first above written.

The Associated Charities (SEAL)

of Lawrence Kans. by (SEAL)

Alfred Whitman (SEAL)

Chairman of Executive Committee (SEAL)

STATE OF KANSAS, { ss.  
County of Douglas }

Be it Remembered, That on this 99 day of May, A. D. 1893, before me Geo A. Banks, a Notary Public in and for said County and State, came Alfred Whitman, Chairman of Ex. Com. Associated Charities of Lawrence Ks 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 Dec 1 1896.

Recorded Jan 3 A. D. 1893, at 1 $\frac{1}{2}$  o'clock P. M.

Geo A. Banks

Notary Public

JAMES BRITTON  
Register of Deeds