

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 20th day of September in the year of our Lord one thousand eight hundred and ninety three between Sarah J. Shearer, a widow 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 Thirty five Hundred DOLLARS, to her 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 her 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. One (1), Two (2), Three (3) and Four (4) in fractional Section No. Fourteen (14), Township No. Twelve (12), South, of Range No. Nineteen (19) East of the 6th P.M., being the North fractional half of said section 14, and containing 16 and 1/2 acres of land more or less. The said Sarah J. Shearer hereby agrees to maintain \$500 insurance upon the buildings on said land, or to be erected thereon, 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 Sarah J. Shearer doth hereby covenant and agree that at the delivery hereof she 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 she will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever against the lawful claims of all persons

This grant is intended as a Mortgage to secure the payment of the sum of Thirty five 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 equal payments, with interest from date to maturity or default, as evidenced by coupons attached to said note, and interest after maturity or default at the rate of ten percent 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 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 Sarah J. Shearer her heirs and assigns.

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

Signed and delivered in presence of

L. A. Hight

Sarah J. Shearer (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 20th day of September, A. D. 1893, before me L. A. Hight, a Notary Public in and for said County and State, came Sarah J. Shearer, a widow 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 September 20th A. D. 1893, at 4:02 o'clock P. M.

L. A. Hight Notary Public.

James Brooks Register of Deeds.

(Yellow and see book 39 page 117)

(Assigned see Book 3 Page 337)



The following is recorded on the original instrument