

JOURNAL CO. - LAWRENCE, KAN.

This Indenture, Made this 7th day of October in the year of our Lord one thousand eight hundred and ninety three between Clara Ella McIntire and Levi O. McIntire, her husband of Springfield in the County of Greene and State of Missouri of the first part, and William F. Sinclair, of Lawrence, Kas. 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 South West Quarter of Section No Thirty Six (36), in Township No Thirteen (13) South, of Range No Nineteen (19) East of the 6th PM.  
Grantors hereby agree to maintain \$700. insurance on the buildings now 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 parties of the first part therein. And the said 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 2d party, his heirs and assigns forever, against all lawful claims.

This grant is intended as a Mortgage to secure the payment of the sum of Twenty five Hundred Dollars in five years from date 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:

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 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

Clara E. McIntire (SEAL.)

L. O. McIntire (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
 County of Douglas } ss.

Be it Remembered, That on this 31st day of October, A. D. 1893, before me L. H. Night, a Notary Public in and for said County and State, came Clara Ella McIntire and L. O. McIntire, her husband 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 L. H. Night Notary Public.  
 Recorded Oct 31 A. D. 1893, at 4 o'clock P. M.

James Brooke  
 Register of Deeds.

For Release see Book 133 Page 307

(Assigned see Book 31 Page 441)

