

This Indenture, Made this 14th day of November in the year of our Lord one thousand eight hundred and ninety three between James R. Hill and Albertine Hill, his wife 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 Forty nine and eighty hundredths 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: Sets Nos One Hundred and Sixty seven (167) and One Hundred and Sixty eight (168), both in Subdivision of South West Block of Addition No Three (3) in the part of the City of Lawrence formerly known as North Lawrence, subject to \$500. mortgage to The Kansas National Building and Loan Association Inc., recorded in the office of the Register of Deeds in and for Douglas County, Kansas, in Book 27 of Mfgs., at page 16;

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said parties of the first part 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, save as above noted.

This grant is intended as a Mortgage to secure the payment of the sum of Forty nine and 80/100 Dollars, being part purchase money of above premises 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

James R. Hill (SEAL.)
Albertine Hill (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 16th day of November, A. D. 1893, before me J. R. Night, a Notary Public in and for said County and State, came James R. Hill and Albertine Hill, 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 J. R. Night Notary Public.
Recorded Nov 18 A. D. 1893, at 10²⁰ o'clock A M.

James Brooks Register of Deeds.

In consideration of full payment of the within mortgage, I hereby release the same this 14th day of November, 1893.
Wm T Sinclair
Attest: Ellis B. Debusch, Deputy Register of Deeds.