

This Indenture, Made this 6th day of November in the year of our Lord one thousand eight hundred and ninety three, between J. I. Halderman and E. B. Halderman, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William T. Sinclair, of Lawrence, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eighty 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 1/4 of Section Sixteen (16) less railway right of way; the South East 1/4 of Section Seventeen (17) less railway right of way + 1 acre school lot; the North West 1/4 of Section Twenty one (21); the West half of West half of South West 1/4 of Section Twenty one (21); + 4 1/2 acres in North East 1/4 of Section Twenty, described as follows: Begin at North East corner said 1/4 Sec. thence running south 74 1/2° east thence West 57 1/2° closing to city of Chanute of Kansas & thence down the Channel of said River to North line of said 1/4 Sec. thence East to beginning; all in Township 13 North Range Eighteen (18) in all 54 1/2 acres of land, being homestead of Applicant, who agree to maintain 1000. Insurance upon buildings upon or to be erected on said land during lifetime of this lease for benefit of second party, his heirs or assigns.

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

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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 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 Eighty 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, ha^{ve} hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

L. R. Halderman (SEAL.)

E. B. Halderman (SEAL..)

(SEAL)

(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 11 day of November, A. D. 1893, before me
J. J. Steele, a Notary Public in and for said County and
State, came J. J. Kaldeman and E. B. Kaldeman

-to me personally

known to be the same person⁵ 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 June - 18 - 1894

L. A. Steele

Nature Public

Recorded Dec 09 A. D. 1893, at 5 o'clock P. M.

James Brooks
Register of Deeds.