

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

Witnesseth, That the said parties of the first part in consideration of the sum of Eight Hundred and Fifty 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 7 1/2 acres school lot; the North West 1/4 of Section twenty one (21); the West half of North East half of South West 1/4 of Section twenty one (21); 7 1/2 acres in North East 1/4 of Section twenty (20) described as follows: Begin at North East corner said 1/4 Sec., thence running South 34 1/2° East 1/2 mile thence West 34 1/2° East to center of channel of Wakarusa River, thence down the channel of said River to North line of said 1/4 Sec., thence East to beginning. All in Township Thirteen (13) Range Eighteen (18), in all 54 1/2 acres of land, being homestead of grantors with all the appurtenances, and all the estate, title and interest of the said parties 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 a prior mortgage of Eighty five Hundred Dollars, to William T. Sinclair, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, 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 Eight Hundred and Fifty Dollars according to the terms of ten certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part: payable as follows: Eighty five Dollars on the 6th days of May and November in each year, until paid sum of Eight Hundred and Fifty Dollars be fully paid, with interest after maturity or default, 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 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 hand and seal the day and year first above written.

Signed and delivered in presence of

J. A. Halderman (SEAL.)

E. B. Halderman (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 11 day of November, A. D. 1893, before me L. A. Steele, a Notary Public in and for said County and State, came J. A. Halderman and E. B. Halderman, 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 June 18 1894

Recorded Dec 27 A. D. 1893, at 4:5 o'clock P M.

L. A. Steele

Notary Public.

James Brooke

Register of Deeds.

The following is endorsed on the original instrument
in consideration of full payment of the within mortgage.
I hereby release the same this 7th day of October 1896

Wm. T. Sinclair

Recorded June 2nd 1898
J. A. Halderman

Registered of Deeds, By J. C. Fisher Esq

L. A.

The following is endorsed on the original instrument