

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this first day of May in the year of our Lord one thousand eight hundred and ninety four between Margaret R. Eidemiller, a single woman of Kansas City in the County of Jackson and State of Missouri of the first part, and William T. Sinclair, of Lawrence, Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three Thousand 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 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: lots Nos One Hundred and twenty one (121) and One Hundred and twenty three (123) on Tennessee Street, in the City of Lawrence, said party of the first part hereby agreeing to maintain \$3000. insurance upon the buildings erected on said lots, during the existence of this loan, for benefit of said Mortgage, and his assigns,

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part 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 all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Three Thousand 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 years from date, with interest from date to maturity as evidenced by coupons attached to said note, and interest after maturity or default, at the rate of ten per cent 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 party of the first part, 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

Harry RankinMargaret R. Eidemiller (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF Missouri
KANSAS, } ss.
County of Jackson

Be it Remembered, That on this 11 day of May, A. D. 1894, before me Harry Rankin, a Notary Public in and for said County and State, came Margaret R. Eidemiller, a single woman 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 22 day 7 1898Recorded June 13 A. D. 1894, at 5 o'clock P. M.Harry Rankin

Notary Public.

James Brooks
Register of Deeds.

(Released See Book 37 Page 615)

Assigned See Book 31 Page 321

ans 20p 179

