

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 5th day of September in the year of our Lord one thousand eight hundred and Ninety four between The Lawrence Natural Gas and Coal Mining Company 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 One Hundred and Three DOLLARS, to it 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: Beginning at a point on the East line of Lot One (1) in the North East Quarter of Section Thirty one (31) Township Twelve (12), Range Twenty (20) seven hundred and eighty six (786) feet North of the South East corner of said Lot One, thence running South by the East line of said Lot seven hundred and eighty six (786) feet to the South East corner thereof, thence West on the South line of said Lot four hundred and sixteen (416) feet, thence North on a line parallel with the East line one thousand and nine (900) feet, thence in a southeasterly direction to the point of beginning on the East line of said Lot, excepting railroad rights of way. 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 it 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 it 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 One Hundred and Three 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 two years from date, with interest from date to maturity or default 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 heirs and assigns.

In Witness Whereof, The said party of the first part, ha hereunto set hand and seal the day and year first above written. Corporation hath caused these presents to be signed by its President and attested by its Secretary and its corporate seal, the day and year first above written.

Must Jos E. Riggs Secretary Lawrence Natural Gas and Coal Mining Co (SEAL.)
(Corporation has no seal) George James (SEAL.)
President (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 11th day of September, A. D. 1894, before me L. H. Night Notary Public in and for said County and State, came George James, President of The Lawrence Natural Gas and Coal Mining Company to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same, for said corporation.

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
Recorded, Sept - 15 - A. D. 1894, at 7¹⁵ o'clock M.

L. H. Night

Notary Public.

James Brooks
Register of Deeds.

The following is indexed on the original instrument
The note herein described having been paid in full this Mortgage
is hereby released and the lien thereby created is discharged
As witnesses my hand this 16th day of September, A.D. 1894.
Helen B. Allen

Attest
E. C. Dryden, Notary Public &
of Douglas County, Mo.

(Assigned See Book 33 Page 57) (See Book 33 Page 108)

Filed Sept 24th 1894

(L. H. Night)