

This Indenture, Made this fifteenth day of April in the year of our Lord one thousand eight hundred and ninety five between T. D. Melsh and Mary E. Melsh 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 party of the first part in consideration of the sum of Two 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 their 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 North East quarter of the South East quarter of Section No. Twenty (20) in Township No. Twelve (12) South of Range No. Nineteen (19) East of 6th Principal Meridian, containing forty (40) acres more or less

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 a mortgage of \$500 dated January 28, 1891 and recorded in Book "74" of mortgages at p. 75

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars according to the terms of a certain mortgage note this day executed and delivered by the said Parties of the first part to the said party of the second part: due in 9 years from date with interest from date to maturity or default as evidenced by coupons attached to said note and interest from maturity or default in the payment of interest, until fully paid, 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 its 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 its 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 for 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 party of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

T. D. Melsh (SEAL)
Mary Melsh (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 17th day of April, A. D. 1895, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came Thomas D. Melsh and Mary Melsh 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 March 7th 1896. Joseph E. Riggs Notary Public.
Recorded April 17 A. D. 1895 at 5 o'clock P. M.

James Brooks Register of Deeds.

The following is indicated on Original Instrument
In consideration of full payment of the within mortgage
thereby release the same this 31st day of Aug. 1897
Wm. T. Sinclair

Recorded Aug 7, 1897

Fred Brooks
Deputy Register of Deeds

