

This Indenture, Made this 16th day of May in the year of our Lord one thousand eight hundred and ninety five between Michael G. Harris, single of Victor in the County of El Paso and State of Colo. of the first part, and Wm. E. Sinclair of Lawrence, Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Seven Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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: Lot No Twenty nine (29) Connecticut Street in the City of Lawrence.

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

do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefensible estate of inheritance therein free and clear of all incumbrances and that he 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 Seven Hundred 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 one year 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 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 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 party of the first part, his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Michael G. Harris (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

Colorado
STATE OF KANSAS } ss.
County of El Paso

Be it Remembered, That on this 16th day of May, A. D. 1895, before me, N. E. Rohde, a Notary Public in and for said County and State, came Michael G. Harris, single

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 March 31st 1896

N. E. Rohde

Recorded May 20 A. D. 1895 at 10³⁰ o'clock A. M.

Notary Public.

James Brooke
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 20th day of February 1896

Wm. E. Sinclair

Witness
James Brooke
Register of Deeds

