

This Indenture, Made this Twenty third day of September in the year of our Lord one thousand eight hundred and ninety five between Mrs Mary C. Johnson, widow of Lawrence 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 Five Hundred DOLLARS, to her 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. Fifty two or on Ohio Street in the City of Lawrence, according to recorded plat of said City. And said party of the first part agrees that she will keep the buildings erected on said lot insured to the amount of \$100. in some responsible Insurance Company, for the benefit of the party of the second part and assigns, who shall have possession of all policies of insurance and renewal receipts and in default thereof said party of the second part may effect said insurance and charge the same to the said party of the first part or assigns and the amount paid therefor shall bear interest at the rate of 10% per annum and may be collected in the same manner as the principal debt secured by this mortgage with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mary C. Johnson, widow do 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 war- rant and defend the same in the quiet and peaceable possession of said second party her 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 Five Hundred dollars according to the terms of a certain Mortgage Note this day executed and delivered by the said Mary C. Johnson, widow to the said party of the second part: due in five 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 10% 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 Mary C. Johnson her heirs and assigns.

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

Signed and delivered in presence of

Mary C. Johnson (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF Colorado  
KANSAS } ss.  
County of El Paso

**Be it Remembered,** That on this 25 day of September, A. D. 1895, before me, J. E. McIntyre, a Notary Public in and for said County and State, came Mrs. Mary C. Johnson, widow 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 January 1906

Recorded Sept 28 A. D. 1895 at 5 o'clock P. M.

J. E. McIntyre Notary Public.

James Brooks Register of Deeds.

*The following is endorsed on the original instrument:  
The not herein described having been paid in full, this mortgage is hereby released, and the  
same hereby created is discharged. As witness my hand, this 27th day of October A. D. 1899  
Antoinette P. Branger*

Notary Public.

Recorded April 2-1900 - E. H. Simpson, Register of Deeds

(Designated See Book 31 Page 358)