

This Indenture, Made this thirtieth day of September in the year of our Lord one thousand eight hundred and ninety five between John Johnson and Sophia Johnson his wife of Laurie 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 part 1st of the first part in consideration of the sum of One thousand 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 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 Eighty eight (88) on Vermont Street in the City of Lawrence, also the following: Beginning at a point seven and one-half (7 1/2) chains West of the South East corner of Lot No Three (3) in Section No thirty two (32) in Township No twelve (12) South of Range No twenty (20) East of 6 Principal Meridian, thence running North twenty six (26) chains, thence South fifty three degrees West four (4) chains, thence South twenty four (24) chains to South line of said Lot 3, thence East three (3) chains to the place of beginning containing Ten (10) hundredths acre (10%) of land more or less. The first parties agree to maintain insurance on the buildings on Lot No Vermont St. in the sum of \$10,000.00 for the benefit of the party of the second part, his heirs or assigns with all the appurtenances, and all the estate, title and interest of the said part 1st 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 and that they 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 thousand 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 five (5) years from date, with interest from date to maturity or default as indicated 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 (10) 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 Parties of the first part their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

A. H. Cooper

John Johnson (SEAL.)
Sophia Johnson (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 11 day of October, A. D. 1895, before me, John Johnson and Sophia Johnson his wife, a Notary Public in and for said County and State, came John Johnson and Sophia Johnson 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 - 11 - 1897
Recorded Oct 7 A. D. 1895 at 3:40 o'clock P. M.

A. H. Cooper

Notary Public.

James Brooks
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 16th day of February 1897.
Wm T Sinclair

James Brooks
Register of Deeds
(Assigned to Brooks May 1799)

L. A.
3/4/97