

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 27th day of November in the year of our Lord one thousand eight hundred and ninety one between Elizabeth I. Sargent and Ira E. Sargent her husband of Douglas in the County of Douglas and State of Kansas of the first part, and William I. Sinclair of Lawrence, Kansas of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Eleven 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 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: The West Half of the South East Quarter of Section No. 19, the beginning at the North East corner of said West Half of South East Quarter Section 19, thence running East five rods, thence South four rods, thence West five rods, thence North four rods, to the place of beginning. All in Township No. 15 South, of Range No. Twenty one East of the 6th Meridian, being the homestead of the said parties of the first part, who hereby agree to maintain \$600 insurance upon the same or to be created on said land, during the term of this loan, for benefit of second party, his heirs or assigns.

with all the appurtenances, and all the estate, title and interest of the said parties 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 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 Eleven Hundred Dollars according to the terms of one 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 years from date, with interest after maturity, or default at the rate of ten per cent per annum until fully paid the interest from date to maturity, being evidenced by coupons attached to said note.

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 parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Elizabeth I. Sargent (SEAL.)
Ira E. Sargent (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, }
 County of Douglas } ss.

Be it Remembered, That on this 27th day of November, A. D. 1891, before me, L. A. Wright, a Notary Public in and for said County and State, came Elizabeth I. Sargent and Ira E. Sargent her husband 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 Nov 20 1899. L. A. Wright
 Recorded Nov 27 A. D. 1891 at 7³⁰ o'clock P. M. Notary Public.

James Brooks
 Register of Deeds.

The following is entered on the original instrument
 The note herein described having been paid in full this Mortgage
 is hereby released and the same hereby stated discharged
 As Witness my hand this 1st day of Nov. A. D. 1898.
Josephine P. Granger 2nd
Attest
G. M. Montgomery
Notary Public

Recorded Nov 17th 1898.

(For assignment see Book 21 Page 25)

L. A. Wright