

This Indenture, Made this sixteenth day of January, in the year of our Lord one thousand eight hundred and ninety six, between Nickles Schalbar and Mary, his wife, William Riggs and Mary Riggs his wife, and John Schalbar an unmarried man, one in the County of Douglas and State of Kansas

of the first part, and William J. Sinclair of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Sixteen 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 South half of bush rod quarter of section No. Twenty, right or left, being thence under more of the East or West side of bush rod quarter of section No. Twenty, running North and South, the West side of the North half of bush rod quarter of section No. Twenty, running North and South, the following, containing at South corner of bush rod quarter of section No. Twenty, a building, house, barn, outbuildings, orchard, fruit trees, garden, and other chaima, to wit: a building, house, barn, outbuildings, orchard, fruit trees, garden, and other chaima, the meadow, pasture, and other lands, thereon, together with all the rights, title, and interest of the said land up to 5 East and 5 South, and the same may be built and containing thereon, all of above described land being in possession to the said party of the second part, John Schalbar, an unmarried man, for the sum of Sixteen Hundred Dollars, to be paid in one payment, on or before January 1st of the year of our Lord one thousand eight hundred and ninety six, for the use and benefit of the said party, John Schalbar.

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 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 Sixteen 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 from date to maturity, or default as evidenced by coupons attached to said note, and interest after maturity or default 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 John Schalbar, 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 John Schalbar, 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

Nickles Schalbar (Seal.)

Mary Schalbar (Seal.)

John Schalbar (Seal.)

William Riggs (Seal.)

Mary Riggs

STATE OF KANSAS, { ss.
County of Douglas }

Be it Remembered, That on this 20 day of January, A. D. 1896, before me, J. A. Night, a Notary Public in and for said County and State, came Nickles Schalbar and Mary Schalbar his wife, John Riggs and Mary Riggs his wife, John Schalbar an unmarried man 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 90 1899
Recorded Jan 27 A. D. 1896, at 5 o'clock P. M.

J. A. Night

Notary Public

James B. Cook

Register of Deeds

(Assigned 80 Book 37 Page 488)