

This Indenture, Made this 27<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety six between Emma Yume, a widow of Lawrence 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 party of the first part in consideration of the sum of One thousand DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth grant, bargain, sell and mortgage to the said party of the second part her 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 seven (27) on a Subdiv. Street, in the City of Lawrence; Grantor hereby agreeing to maintain \$1000 insurance upon the house now on said lot during the existence of this loan, for benefit of Grantee, his heirs and assigns

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part doth 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 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 One thousand 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 five years from date, with interest from date to maturity or default as evidenced by coupons attached to said note, and interest after maturity for default until fully paid, at 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 her 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 her 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, her heirs and assigns.

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

Signed and delivered in presence of

Emma Yume (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 27<sup>th</sup> day of January, A. D. 1896, before me, Alfred Whitman, a Notary Public in and for said County and State, came Emma Yume, a widow,

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 17 1899.

Recorded Jan 28 A. D. 1896 at 11<sup>00</sup> o'clock A. M.

Notary Public.

James Brooks  
Register of Deeds.

Assigned See Book 35 Page 596 (For Release See Book 39 Page 579)  
(Assigned See Book 31 Page 488)