

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 25th day of February in the year of our Lord one thousand eight hundred and ninety-six between James B. Shane and Missouri L. Shane, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and William A. Sinclair, of same place of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Two Hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha all sold and by these presents do grant, bargain, sell and mortgage to the said part 2^d 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 Lot No. Three (3) on Massachusetts Street in the City of Lawrence, except a strip nine inches in width off the South side of said lot running the full length of said lot from East to West. Grantors hereby agreeing to maintain \$200 insurance upon the build now on said lot, for benefit of second party and assigns, during the continuance of this loan.

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 owner 2 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 Two Hundred Fifty 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 part 2^d of the second part: due in one year from date with interest from date to maturity as evidenced by coupons attached to said note, and interest after maturity or default at the rate of ten percent per annum until fully paid.

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 part 2^d 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 part 2^d 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, ha thereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

J. B. Shane (SEAL.)

Missouri L. Shane (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 25th day of February, A. D. 1896, before me, L. A. Wight, a Notary Public in and for said County and State, came James B. Shane and Missouri L. Shane, his wife to me personally known to be the same person 2 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 11th 20 1899

Recorded February 25 A. D. 1896 at 2³⁰ o'clock P. M.

Notary Public.

L. A. Wight
James Brooks
Register of Deeds.

The following is endorsed on the original instrument:
In consideration of full payment of the within mortgage
I hereby release the same this 16th day of February 1897
Wm. S. Sinclair

Recorded March 22nd 1897
James Brooks
Register of Deeds