

This Indenture, Made this 25th day of February in the year of our Lord one thousand eight hundred and ninetysix between John Carson and Belle Carson, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William S. Sinclair of Lawrence, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Nine 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 him 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 East of the South East Quarter of Section No. Twenty-two (22) and all of the South West Quarter of Section No. Twenty-one (21) except one half acre, more or less herebefore deeded by Harry Spaulding and wife to John P. Gardner, all in Township No. Thirteen (13) South, of Range No. Twenty (20) East of the 6th P.M., containing in all 73 3/4 acres of land, more or less, and being the home-
stead of the said parties of the first part, subject to mortgage of \$900 on 60 acres of said S. E. 1/4 Sec. 21, recorded in Book 75 page 381.

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 except as above noted, and that they will warrant and defend same in the quiet and peaceable possession of second party, heirs and assigns forever, against all persons lawfully claiming same.

This grant is intended as a Mortgage to secure the payment of the sum of Nine 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 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

John Carson (SEAL.)
Belle Carson (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 25th day of February, A. D. 1896, before me, L. A. Night, a Notary Public in and for said County and State, came John Carson and Belle Carson, 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 Nov 20 1899 L. A. Night Notary Public.
Recorded Feb 25 A. D. 1896 at 5 o'clock P. M.

Jessie Brooks Register of Deeds.

*The following is indicated on the original instrument:
The said herein described having been granted full title mortgage
is hereby released and she has been ready to cash and
As witness my hand this 22nd day of November A.D. 1902
Miss Thelma Urack*

*Recorded Nov 27, 1902
Kansas Register of Deeds
For Assignment see Book 29 Page 622*