

This Indenture, Made this 27 day of February in the year of our Lord one thousand eight hundred and ninety six between Cora E. Gill, unmarried of Emporia 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 party..... of the first part in consideration of the sum of Four Hundred and Fifty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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. Forty-eight (48) on New Hampshire Street, in the City of Lawrence; and said party, of the first part hereby agrees to maintain insurance on buildings erected on said lot to the amount of Five Hundred Dollars for the benefit of said second party, or assigns, and during the existence of this mortgage the insurance policy is to remain in the possession of said party of the second part.

with all the appurtenances, and all the estate, title and interest of the said party..... of the first part therein. And the said Cora E. Gill 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 Four Hundred and Fifty Dollars according to the terms of one certain Mortgage note this day executed and delivered by the said Cora E. Gill to the said party..... of the second part: due in five (5) 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 therefor, 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 Cora E. Gill her heirs and assigns.

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

Signed and delivered in presence of

Cora E. Gill (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered,** That on this 27 day of February, A. D. 1896, before me, L. A. Night, a Notary Public in and for said County and State, came Cora E. Gill, an unmarried woman to me personally 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 Nov - 20 - 1899 L. A. Night Notary Public.  
Recorded Feb - 29 - 1896 A. D. 1896 at 7 o'clock M.

James Brooks  
Register of Deeds.

*The following is enclosed on the original instrument -  
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. At witness my hand, this 27 day of February A.D. 1900. Helen E. Allen  
Attest: Alfred W. Brownell  
Elizabeth D. Brownell  
Assigned See Book 31 Page 515  
Recorded Jan - 24 - 1900 -  
L. B. Johnson,  
Register of Deeds,  
By Willie B. Johnson, Deputy.*