

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

Witnesseth, That the said part ies of the first part in consideration of the sum of Fifteen 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 part y 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: Lot No. thirty-two (32) on Ohio Street in the City of Lawrence being the homestead of the said parties of the first part, who hereby agree to maintain \$2,000 insurance on the buildings now on said lot or to be erected thereon during the existence of this mortgage for benefit of second party or assigns, who shall have possession of the policies of insurance during such time

with all the appurtenances, and all the estate, title and interest of the said part ies 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 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 Fifteen 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 part y 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 percent 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 part y 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 part ies of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

John Charlton (SEAL.)

Martha Charlton (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 10th day of March, A. D. 1896, before me, L. A. Wight, a Notary Public in and for said County and State, came John Charlton and Martha Charlton, his wife 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 allixed my official seal on the day and year last above written.

My commission expires Nov. 20, 1899

Recorded March 10 A. D. 1896 at 12 5 o'clock P. M.

L. A. Wight

Notary Public.

James Brooks
Register of Deeds.

Released See Book 35 Page 587
Assigned See Book 31 Page 496

