

This Indenture, Made this 14 day of April in the year of our Lord one thousand eight hundred and ninety 1896 between Cornelia J. Haggard (formerly Cornelia J. Jennings, widow of M. C. Jennings) and E. B. Haggard, her husband of Lathrop in the County of Douglas and State of KANSAS of the first part, and William E. Sinclair, of same place of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Six 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 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: Lots Nos Seven (7), Eight (8), Twenty (20) and Twenty One (21), all in Block No 3, of the 15th of same place addition in the City of Lawrence, being the home- stead of the said parties of the first part, who hereby agree to keep the buildings on said lots insured for the sum of \$1000.00 in some responsible insurance company, payable, in case of loss, to the mortgage herein or his assigns, who shall have possession of all policies of insurance and renewal receipts therefor 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 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 same.

This grant is intended as a Mortgage to secure the payment of the sum of Six Hundred Dollars in three (3) years from date 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:

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

Cornelia J. Haggard (SEAL)  
E. B. Haggard (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 6<sup>th</sup> day of April, A. D. 1896, before me, L. A. Night, a Notary Public in and for said County and State, came Cornelia J. Haggard (formerly Cornelia J. Jennings) and E. B. Haggard, her husband 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 70 1899 L. A. Night  
Recorded April 6 A. D. 1896 at 7<sup>00</sup> o'clock P. M. Notary Public.

James Brooks  
Register of Deeds.

Released See Book 33, Page 312  
(Assigned See Book 31, Page 511)