JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 11th day of April in the year of our Lord one thousand eight hundred and ninety six between Morris Trouse and Pepy Trouse his wife of in the County of Osage and State of Kansas of the first part, and William S. Sinclair, of Lawrence, Kans of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty five 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 Osage and State of Kansas, described as follows, to-wit: The South East Quarter of Section No Twenty two (22), the West half of the South East Quarter of Section No Twenty seven (27) and the South East Quarter of the South East Quarter of Section No Twenty seven (27); all in Township No Fourteen (14) South, of Range No Seventeen (17) East of 6th P.M. Also the following described tract of land in Douglas County, State of Kansas: The North half of the South West Quarter of Section No Twenty six (26) in Township No Fourteen (14) South, of Range No Seventeen (17) East of the 6th P.M. the land hereby conveyed containing in the aggregate 360 acres of land, more or less,

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 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 Twenty five 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:

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 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

D. S. Fairchild

Morris Trouse (SEAL.)
Pepy X Trouse (SEAL.)
her mark
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Osage

Be it Remembered, That on this 6th day of April, A. D. 1896, before me, D. S. Fairchild, a Notary Public in and for said County and State, came Morris Trouse and Pepy Trouse, 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 Dec 17th 1899 D. S. Fairchild Notary Public.

Recorded April 18 A. D. 1896 at 10:30 o'clock A. M.

James Brooks Register of Deeds.

The next herein described instrument is endorsed on the original instrument
Continuing my bond this 22nd day of April, A.D. 1901 - Before me Oliver S. Boothby and for Douglas County and State of Kansas
State of Kansas } ss. Be it Remembered that on this 22nd day of April 1901, before me Oliver S. Boothby a Notary Public in and for said County and State
City and County of New York } personally came Morris Trouse and Pepy Trouse his wife to me personally known to be the same persons who executed the foregoing instrument and duly
acknowledged the execution thereof. In Witness whereof I have hereunto subscribed my name and affixed my official seal the day and year last above written.
Oliver S. Boothby
Notary Public
My commission expires on the 30 day of March 1903
Recorded April 29 - 1901 -
E. M. Dorman
Register of Deeds -
By C. W. Sherman
Deputy -
Recorded Book 33 Page 1 Original filed - Notary Public for Douglas County, New York
For Assignment of Mortgage see Book 33 Page 1