

This Indenture, Made this 28th day of May in the year of our Lord one thousand eight hundred and ninety XX between Stiles M. Porter, a widower of Douglas in the County of Douglas and State of Kansas of the first part, and William T. Sinclair, of Lawrence, Kansas of the second part,

Witnesseth, That the said party Y of the first part in consideration of the sum of One Thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth grant, bargain, sell and mortgage to the said party XX of the second part XX 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 East Half of the South East Quarter of Section No. twenty seven (27), and the East fractional Half of the North East fractional Quarter of Section No. twenty seven (27), all in Township No. twelve (12) South of Range No. twenty one (21) East of the 6th P.M., containing 97 and 3/4 acres of land, more or less.

with all the appurtenances, and all the estate, title and interest of the said party XX of the first part therein. And the said Stiles M. Porter doth hereby covenant and agree that at the delivery hereof he 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 he 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 One Thousand Dollars according to the terms of one certain Mortgage note this day executed and delivered by the said party of the first part to the said party XX 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 at the rate of 10% per annum until fully paid. 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 XX of the second part XX 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 part XX of the second part XX 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 XX making such sale on demand to the said Stiles M. Porter, his heirs and assigns.

In Witness Whereof, The said party XX of the first part, hath hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Stiles M. Porter (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 29th day of May, A. D. 1896, before me, L. A. Night, a Notary Public in and for said County and State, came Stiles M. Porter, a widower,

known to be the same person XX 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 November 20, 1896
Recorded May 29 A. D. 1896 at 3³⁰ o'clock P. M. L. A. Night Notary Public.

James Brooks Register of Deeds.

The following is indicated on the original instrument:
 The state herein described having been paid in full this Mortgage
 is hereby released and the last hereby created discharge of
 the debt was paid on the 29th day of June A. D. 1900,
 at Lawrence, Kansas, R. B. Blandin
 Josephine R. Blandin
 Executives of Test of R. C. Blandin do
 Recorded July 5th 1900. G. W. Blandin Register of Deeds.
 (Assigned See Book 5 Page 490)

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