

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 28<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninetysix between Frances A. Sherry and Eli J. Sherry, her husband 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 parties 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 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: The East Half of the South East Quarter of Section No Twenty eight (28), also Lot No Three (3) of the North West fractional Quarter of the South East fractional Quarter of Section No Twenty eight (28), also a part of Lot No Two (2), described as follows: Commencing at the South West corner of the South East Quarter of the North East Quarter of Section No Twenty eight (28), thence running North 30 rods and 1/2 inch, thence due West to the railroad line, thence along the bank of said river to the South line of said lot, thence East to place of beginning; all of above described land being in Township No Twelve (12) South, of Range No Twenty one (21) East of the 4<sup>th</sup> M. containing in the aggregate one hundred and twenty six (26) 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 the same in the quiet and peaceable possession of said 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 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 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 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 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

Frances A. Sherry (SEAL.)  
Eli J. Sherry (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 29<sup>th</sup> day of May, A. D. 1896, before me, L. A. Night a Notary Public in and for said County and State, came Frances A. Sherry and Eli J. Sherry, wife and 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 November 30, 1899 L. A. Night  
Recorded May 29 A. D. 1896 at 3<sup>30</sup> o'clock M. Notary Public.

James Brooks  
Register of Deeds.

Assigned See Book 31 Page 492 (For release See Book 35 Page 589)

L. A. Night