

This Indenture, Made this 14<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and ninety six, between James N. Harshbarger and Malinda A. Harshbarger, his wife of Knox in the County of Knox and State of Illinois of the first part, and William J. Sinclair, of Lawrence, Douglas County, Kansas of the second part.

**Witnesseth**, That the said parties of the first part in consideration of the sum of Five Thousand 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 Douglas and State of Kansas, described as follows, to-wit: The North half of the South East quarter of Section No. twenty four (24) and beginning at the South West corner of said North Half and running thence East along the South line of said North Half forty nine (49) rods thence South two (2) rods and twenty (20) links thence West forty nine (49) rods thence North two (2) rods and twenty (20) links to place of beginning. All in Section No. twenty four (24), in township No. twelve (12), South of Range No. nine (9), East of the P.M. also for No. one (1) in Section No. twelve (12), in Township No. twelve (12), South of Range No. twenty (20) East of the P.M., containing in the aggregate one hundred and two (102) Acres of land more or less, subject to right of way as used and occupied by the Lawrence, Topeka & Railway Company.

Said parties hereby agree to maintain insurance upon the buildings now on or to be erected upon and during the existence of this loan in some responsible insurance company authorized to do business in the State of Kansas and satisfactory to the mortgagee in sum of Fifty five hundred Dollars payable in case of loss to mortgagee heirs or assigns.

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 the said party of the second part 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 Fifty-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 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 until fully paid at the rate of ten per cent 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 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 hand and seal the day and year first above written.

Signed and delivered in presence of

James N. Harshbarger (SEAL.)  
Malinda A. Harshbarger (SEAL.)

STATE OF Illinois } ss.  
County of Knox

Be it Remembered, That on this 19<sup>th</sup> day of August, A. D. 1896, before me, W.D. Eastman, a Notary Public in and for said County and State, came James N. Harshbarger, and Malinda A. Harshbarger (his wife) to me personally known to be the same person(s) 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-11<sup>th</sup> 1899 W.D. Eastman Notary Public.  
Recorded September 14 A. D. 1896, at 10 o'clock A. M.

James Brooks  
Register of Deeds.

The foregoing is endorsed on the original instrument  
The note herein described having been paid in full, the mortgage is hereby released and the lien thereby created discharged  
Attest my hand this 14<sup>th</sup> day of August A.D. 1896  
W.D. Eastman

Attest  
D. M. Hayes



Recorded August 17<sup>th</sup> 1899  
W.D. Eastman  
Register of Deeds  
By W.T.C. Fisher Dep.  
(assigned book 310 pages 29)