

This Indenture, Made this 27<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and ninety XX between W. W. Albert and Mary Albert his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and William S. Sinclair, of same place of the second part.

**Witnesseth**, That the said parties of the first part in consideration of the sum of Two Hundred and fifty 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. Eight (8) and Nine (9) both in Block No. Eleven (11) of same Place Addition to the City of Lawrence being the homestead of the said parties of the first part, who agree to keep the house on said lot unpurged for benefit of second party, and assigns, during the existence of this loan to amount of five hundred dollars.

with all the appurtenances, and all the estate, title and interest, of the said parties of the first part 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 Two Hundred and fifty 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 years from date with interest from date to maturity or default as evidenced by coupons attached to said note, and interest at 10% maturity or default at the rate of ten percent 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 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 seal the day and year first above written.

Signed and delivered in presence of

W. W. Albert (SEAL)  
Mary Albert (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 28<sup>th</sup> day of November, A. D. 1896, before me, L. A. Wight a Notary Public in and for said County and State, came W. W. Albert and Mary Albert 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 Nov 20 1899 L. A. Wight Notary Public.  
Recorded Nov 28 A. D. 1896, at 1<sup>30</sup> o'clock P. M.

James Brooks  
Register of Deeds.

The following is inclosed on the original instrument  
The note herein described having been paid in full, this mortgage  
is hereby released and the said party is hereby discharged  
As Witness my hand, this 27<sup>th</sup> day of May, A.D. 1900,  
W. A. Haight

Recorded May 25<sup>th</sup> 1900.  
Assigned to Bank of Lawrence, Kansas