

This Indenture, Made this 7th day of April in the year of our Lord one thousand eight hundred and ninety seven between Michael McSaughlin, an unmarried man of in the County of Douglas and State of Kansas of the first part, and William J. Sinclair, of Lawrence Kansas, of the second part.

**Witnesseth,** That the said party of the first part in consideration of the sum of Eleven Hundred 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 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 East Quarter of Section No. Twenty-four (24) in Township No. Thirteen (13) South of Range No. Twenty-two (22) East of the 6th P.M. containing 110 Acres of land, more or less. Grantor hereby agrees to maintain \$250 insurance upon the buildings on said land, during the existence of this loan, payable, in case of loss, to said second party or assigns;

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Michael McSaughlin

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 said second party, his heirs and assigns forever, against all persons lawfully claiming or to claim the same.

This grant is intended as a Mortgage to secure the payment of the sum of

Eleven Hundred 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 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 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 party of the first part, his heirs and assigns.

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

Signed and delivered in presence of

Michael McSaughlin (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } SS.

Be it Remembered, That on this 7th day of April, A. D. 1897, before me, L. A. Wight a Notary Public in and for said County and State, came Michael McSaughlin, an unmarried man to me personally known to be the same person 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. 29, 1899 L. A. Wight Notary Public.  
Recorded April 7 A. D. 1897, at 4:40 o'clock P.M.

James Brooks  
Register of Deeds.

*The following is endorsed on original instrument.  
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.  
No further my deed this 7th day of November A.D. 1900  
H. B. Vaughan  
Attest:  
August S. Guntner.*

Recorded Nov 7 " 1900.

H. B. Vaughan  
Register of Deeds.

(Assigned see Book 31 Page 32)