

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 15th day of May in the year of our Lord one thousand eight hundred and ninety seven between James M. Barron and Matilda M. Barron, his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and William J. Sinclair of same place of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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 east quarter of the south east quarter and all that portion of the west half of said south east quarter lying north of the center of Wakarusa river, all in section no. 10 of township no. 13 north of range no. 20 east of 10th M., containing one hundred six (106) acres more or less, less the following: Commencing at the south west corner of said south east quarter section 15 of said township running north eighty eight (88) Rods thence due east eighty (80) Rods thence south to center of Wakarusa river thence south westerly with the center of said river to its intersection with the south line of said quarter section thence west with said south line to the place of beginning, subject to right of said James M. Barron to carry over the surface water along said line; said tract, this and hereunto is attached containing four (4) acres more or less with all the appurtenances, and all the estate, title and interest of the said party 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. This 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 Eight 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 percent 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; 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

J. M. Barron (SEAL.)  
Matilda M. Barron (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } SS.  
County of Douglas

Be it Remembered, That on this 17th day of May, A. D. 1897, before me, S. A. Wight, a Notary Public in and for said County and State, came James M. Barron and Matilda M. Barron 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 S. A. Wight Notary Public.  
Recorded May 17 A. D. 1897, at 11:35 o'clock A. M.

James Brooks  
Register of Deeds.

The following is endorsed on the original instrument -  
The note herein described having been paid in full, this mortgage is hereby released, and the title thereby created discharged. Witness my hand this 19th day of August A.D. 1902.  
Attest: Edith St. Cushing  
Edith C. Cushing  
(Assigned as job - 31 Page - 386 -)  
  
Recorded - Aug - 18 - 1902 -  
J. J. O'Connor  
Register of Deeds  
By Ellie Robinson  
Deputy.