

This Indenture, Made this 14th day of August in the year of our Lord one thousand eight hundred and ninety Ass between James N. Harshbarger and Harshbarger, his wife of Illinois in the County of Knox and State of Illinois of the first part, and Wm. B. Sinclair, of Lawrence, Kansas of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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: 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 1/4 Rods thence South 2 Rods and 20 Sinks thence West 1/4 Rods thence North 1/2 Rods and 20 Sinks to place of beginning; all in Section No. Twenty four (24) in Township No. Twelve (12) South of Range No. Nine (9) East of 6th M. All of No. One (1) in Section No. Nine (9), in Township No. Twelve (12) South of Range No. Nine (9) East of 6th M.; containing in the aggregate 102 Acres of land, more or less; subject to right of way as used and occupied by Samuel's Topeka Railway Co; 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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, save a prior mortgage of Fifty five hundred Dollars to William B. Sinclair 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 Five hundred and Fifty Dollars according to the terms of ten certain Mortgage notes, this day executed and delivered by the said parties of the first part to the said party of the second part: payable as follows, Fifty five dollars on the 1st day of February and August in each year until said sum of Five hundred and Fifty Dollars is fully paid, with interest after maturity or default, at the rate of five 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 hand and seal the day and year first above written.

Signed and delivered in presence of

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

STATE OF Illinois
County of Knox } ss.

Be it Remembered, That on this 19 day of August, A. D. 1896, before me, W. H. 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 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. 11th 1899 W. H. Eastman Notary Public.
Recorded Aug. 10 A. D. 1897, at 12 o'clock 30 M.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument

In consideration of full payment of the within mortgage I hereby release the same this 11th day of August 1899

Wm. B. Sinclair

Attest H. O. Fisher, Deputy Register of Deeds August 12th 1899