

This Indenture, Made this 28th day of December in the year of our Lord one thousand eight hundred and ninety four between Edward Canavan & Elizabeth E. Canavan, his wife of Jefferson in the County of Jefferson and State of Kansas 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 Three 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: Beginning at a point Twenty Rods North of the South West Corner of the North East quarter of Section No. Nineteen (19) in Township No. Twelve (12) South of Range No. Twenty (20) East of 6th P.M. thence running East Eighty (80) Rods Thence North Fifteen (15) Rods Thence West Eighty (80) Rods Thence South Fifteen (15) Rods to point of beginning containing Seven and one half (7 1/2) Acres of land more or less and intended to be the homestead of said parties of the first part who hereby agree to maintain Two hundred Dollars insurance upon the buildings now on or to be erected on said land during the term of the term of the said parties of the first part, his 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 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 Three 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 three years from date, with interest from date to maturity or default as evidenced by coupon attached to said note and interest after maturity or default at the rate of ten percent per annum until fully paid in cash or by sheriff's deed to said premises, together with possession thereof, 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

Ed. Canavan (SEAL.)
Elizabeth E. Canavan (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 29th day of December, A. D. 1897, before me, L. A. Wright, a Notary Public in and for said County and State, came Edward Canavan and Elizabeth E. Canavan, 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. 20, 1899 L. A. Wright Notary Public.
Recorded Dec-29 A. D. 1897, at 5 o'clock 10 M.

James Brooks
Register of Deeds.

The foregoing was endorsed on the original instrument.

The note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged.
As Witness my hand this 18th day of November A. D. 1898

Miss. Minnie Vitt

Assigned see Book (33 P. 187)

Recorded Nov. 18, 1898 at 4 O'clock P.M.

W. H. Lawman

Register of Deeds

Ray H. C. Fisher