

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty sixth day of September in the year of our Lord one thousand eight hundred and ninety nine between J. D. Alexander, widower

of Lawrence in the County of Douglas and State of Kansas of the first part, and Thos. F. Sinclair of same place of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of Four hundred forty nine DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents do th 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 Lot nos One hundred and twenty five (125) and one hundred and twenty seven (127) on Locust Street in Block no. Three (3) in that part of the City of Lawrence known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said J. D. Alexander do th 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

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred and forty nine according to the terms of a certain Mortgage Note this day executed and delivered by the said J. D. Alexander to the said part y of the second part: Due in Thirty (30) days from date, with interest from date until paid at the rate of seven per cent 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 part y 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 part y 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 part y making such sale on demand to the said J. D. Alexander, his heirs and assigns.

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

Signed, sealed and delivered in presence of

J. D. Alexander (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 26 day of September, A. D. 1899, before me, Alfred Whitman, a Notary Public in and for said county and State, came J. D. Alexander, widower, 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 Aug. 14, 1903 Alfred Whitman Notary Public

Recorded Sept. 27 A. D. 1899, at 9 o'clock A.

H. S. Foxman Register of Deeds

For Affidavit See Book 102, Page 156
For Release See Book 57, Page 353