

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 23^d day of November in the year of our Lord one thousand eight hundred and ninety nine between Henry S. Parsons, an unmarried man, of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and William S. Sinclair, of the same place, of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of Three hundred DOLLARS, to him duly paid, the receipt

of which is hereby acknowledged, ha th sold and by these presents do th grant, bargain, sell and mortgage to the said part y 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 lots two hundred and sixty-seven (267) and one hundred and sixty-nine (169) on the south side of Lehigh street, just block No. four (4) in that part of the City of Lawrence Kansas, 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

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, 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 the same.

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

Three hundred Dollars, being part purchase money of said property according to the terms of one certain Mortgage note this day executed and delivered by the said Henry S. Parsons

to the said part y of the second part: Due in five years from date, with interest from date to maturity as evidenced by coupon attached thereto, and interest after maturity or default at the rate of ten per cent per annum until fully paid in cash or by installments to above described property, 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 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 cost 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 party of the first part, his heirs and assigns.

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

Signed and delivered in presence of

Henry S. Parsons (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 23^d day of November, A. D. 1897, before me,

Geo. W. Banks a Notary Public in and for said county and State, came Henry S. Parsons, 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 Dec. 1, 1900 Geo. W. Banks Notary Public.

Recorded December 5 A. D. 1897, at 4 o'clock P. M.

W. S. Daxman Register of Deeds.

The following is entered on the original instrument—
The note herein described having been paid in full, this mortgage is hereby released, and the said hereby created, discharged and released.
Witness my hand this 21st day of December A.D. 1901—
John F. Hugg.

Records—May—19—1902—
G. W. Banks,
Register of Deeds.
By W. S. Daxman, Deputy.
Assigned per Book 35, Page 450.