

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Eighteen day of April in the year of our Lord one thousand eight hundred and ninety nineteen between Wm. F. Sinclair and Wm. F. Sinclair

of Lawrence in the County of Douglas and State of Kansas of the first part, and William F. Sinclair of the City of Lawrence, Douglas County, Kansas of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Three hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth grant, bargain, sell and mortgage to the said part of the second part her 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 "A" in Sinclair's Addition to the City of Lawrence, according to recorded plat thereof.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said

doth hereby covenant and agree that at the delivery hereof she 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 she will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs or 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

according to the terms of One certain Mortgage Note this day executed and delivered by the said party of the first part to the said part of the second part: Due in five years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of ten percent per annum until fully paid.

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 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 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 part of making such sale on demand to the said party of the first part her heirs and assigns.

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

Sealed  
Signed and delivered in presence of

Fannie Boulton (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 18 day of April, A. D. 1899, before me, Joseph E. Riggs, a Notary Public in and for said county and State, came Wm. F. Sinclair and Wm. F. Sinclair

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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires March 29 1901

Recorded April 18 A. D. 1899, at 4 o'clock P. M.

Joseph E. Riggs  
Notary Public.  
R. D. Doorman  
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 like thereby Created Discharged, As Witness My hand this 8th day of November A.D. 1905  
Wm. F. Sinclair

Recorded November 9<sup>th</sup> 1905

C. W. Armstrong, Register of Deeds.

