

JOURNAL OF LAW AND HISTORY, VOL.

This Indenture, Made this Sixth day of September in the year of our Lord one thousand eight hundred and ninety 1890, between Patrick M. Hamlin
of Lawrence in the County of Douglas and State of Kansas
of the first part, and William H. Sinclair of the same place
of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of Cape Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha s sold and by these presents do grant, bargain, sell and mortgage to the said part is of the second part is 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 No. Seventeen (17) & Nineteen (19) on New Hampshire Street, in the City of Lawrence. The said parties of the first part hereby agree that they will maintain insurance to the amount of \$2,000. on the building now on or to be erected on said lots during the existence of this mortgage, for the benefit of the party of the first part, their heirs or assigns.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof to you the lawful owner S of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances of that they will warrant & defend the same in the quiet & 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 One Thousand 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 part is of the second part: due in five years from date, with interest from date to maturity or evidenced by coupons attached thereto interest after maturity to default at the rate of ten percent per annum until fully paid no creditor by reason of a foreclosed 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 is 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 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 is making such sale on demand to the said parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

P.M. Hamlin

(SEAL.)

Mary Hamlin

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.



Be it Remembered, That on this 24th day of October, A. D. 1890, before me, Joseph E. Rigg, Notary Public in and for said county and State, came Patrick M. Hamlin Mary Hamlin 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 March 28, 1901 Joseph E. Rigg
Recorded Oct. 24th A. D. 1890, at 108 o'clock A. M.

G. W. Dolman
Register of Deeds.

(For Record in Deed Book 37 Page 58)