

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 27th day of October in the year of our Lord one thousand eight hundred and ninety four between George H. Henson and M. E. Henson, his wife, of Lawrence in the County of Douglas and State of Kansas of the first part, and W. S. Sinclair of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six hundred and fifty 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: Lot No. seven (7) in Block No. seven (7) and same first addition to the City of Lawrence, being the homestead of the said parties of the first part who agree that during the existence of this mortgage they will keep the building erected on said lot insured for the benefit of the mortgagee or assigns for the sum of Six hundred dollars, the policies of insurance to remain in the possession of the mortgagee 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 party of the second part, 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 Six hundred and fifty dollars.

according to the terms of a certain Mortgage Note this day executed and delivered by the said parties of the first part for part purchase money of the above premises to the said party of the second part: due in five (5) years from date with int. from date to maturity, according to coupons attached to said note and interest after maturity until fully paid at the rate of ten (10) 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 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 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 party 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

George H. Henson (SEAL.)
M. E. Henson (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS,
 County of Douglas } ss.

Be it Remembered, That on this 27th day of November, A. D. 1900, before me, Geo. A. Banks a Notary Public in and for said county and State, came George H. Henson and M. E. Henson his wife 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 and affixed my official seal on the day and year last above written.

My commission expires Nov. 27 1904 Geo. A. Banks Notary Public.
 Recorded Dec. 3rd A. D. 1900, at 11 o'clock M.

W. S. Sinclair
 Register of Deeds.

(For Assignment See Book 51, Page 509)