

This Indenture, Made this Twelfth day of November in the year of our Lord one thousand eight hundred and ninety four between Thomas Jackson, widower,

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

**Witnesseth**, That the said part of of the first part in consideration of the sum of

Three hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold and by these presents do he grant, bargain, sell and mortgage to the said part of 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. 1 One hundred and fifty-two (152) One hundred and fifty-four (154) one hundred and fifty-six (156) and one hundred and fifty-eight (158) on Illinois street, in the City of Lawrence, said first part agreeing to maintain insurance on the buildings erected on said premises for the sum of three hundred and fifty 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 part of of the first part therein. And the said

Thomas Jackson do he hereby covenant and agree that at the delivery hereof he the lawful owner of 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 part of 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 and fifty dollars

according to the terms of a certain Mortgage Note this day executed and delivered by the said part of of the first part for part purchase money of of the second part: Due in 5 years from date with interest 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 part of 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, appraisalment hereby waived or not at the option of the part of 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 Thomas Jackson his heirs and assigns.

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

Signed and delivered in presence of

Witness to mark

Joseph B. Riggs

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 3<sup>d</sup> day of December, A. D. 1894, before me, Joseph B. Riggs, a Notary Public in and for said county and State, came Thomas Jackson, 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 Nov. 28, 1901

Recorded Dec. 3<sup>d</sup> A. D. 1894, at 8:30 o'clock P.M.



Joseph B. Riggs  
Notary Public.

Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 12<sup>th</sup> day of November, 1894  
Wm. T. Sinclair

Attest: A. B. Armstrong  
Register of Deeds.