

JOURNAL CO., LAWYER, KAN.

This Indenture, Made this first day of December in the year of our Lord one thousand eight hundred and ninety between Joseph W. Simpson and Helen G. Simpson his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and John T. Sinclair of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and seventy five 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 part 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: Commencing at the north east corner of Penn and Michigan Sts. in West Lawrence, thence north with E. line Michigan Street one hundred feet, thence east one hundred and twenty five (125) feet, thence south one hundred (100) feet, thence west with north side Penn Street one hundred and twenty five (125) feet to beginning, reserving the east eight (8) feet thereof for an alley, being also known as Lot No. one hundred and eighteen (118) and one hundred and twenty (120) in block No. thirty three (33) in West Lawrence, and being the homestead of said parties of the first part 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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and seventy five 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 whereof of above premises to the said part of the second part: Due in five (5) years from date.

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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the part of the second part making such sale on demand to the said parties 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

STATE OF KANSAS,
County of Douglas County } SS.

Be it Remembered, That on this 1st day of December, A. D. 1899 before me, a Notary Public in and for said county and State, came J. W. Simpson and Helen G. Simpson 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. 4-1901
Recorded Dec. 19 A. D. 1899, at 3:20 o'clock P. M.

Notary Public.

Register of Deeds.

(The following is returned on the original instrument)
The note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 19th day of December, A. D. 1899.

John W. McCauley

Recorded June 7 1901

Floyd Lawrence

Register of Deeds.

Geo. C. Mabel

(For Assignment See Book 51 Page 469)