

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this fourteenth day of February in the year of our Lord one thousand eight hundred and ninety two between Jerry J. Brizendine and Amanda B. Brizendine, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William J. Sinclair of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight hundred 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 the tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The south west quarter of the northeast quarter of section No. Seventeen (17); Also the south one-third of the west fifteen (15) acres of the north half of the southeast quarter of section No. Twenty (20); Also commencing at the southeast corner of the northeast quarter of section No. Seventeen (17), thence running west eighty (80) Rods, thence north one (1) Rod, thence east eighty (80) Rods, thence south one (1) Rod to the place of beginning, all being in Township No. Fourteen (14) South of Range No. Twenty (20) East of 6 West Mer. and containing in the aggregate forty five and one-half acres of land more or less and said parties agree to maintain insurance and pay property taxes on the premises for the sum of Five hundred dollars 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 second party, his heirs or assigns against all persons claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred Dollars

according to the terms of a certain Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part: Due in 5 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 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 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 parties 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

Jerry J. Brizendine (SEAL.)

Amanda B. Brizendine (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 15th day of February, A. D. 1892, before me, a Notary Public in and for said county and State, came Jerry J. Brizendine and Amanda B. Brizendine 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 29th 1901

Recorded Feb. 21st A. D. 1892, at 3⁵⁰ o'clock P.M.

Register of Deeds.

(Assigned Sec 7 Book 35 Page 574)
For Release See Book 41 Pg. 624