

This Indenture, Made this 9th day of November in the year of our Lord one thousand eight hundred and eighty9, between J. Spald Brown and Emma W. Brown his wife of Lewistown in the County of Douglas and State of Kansas of the first part, and William Sinclair of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Lot No. Forty-two (42) on Kentucky Street in the City of Lawrence subject, however, to a prior mortgage of 750.00 to W. C. Beardsley

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 seised of good and indefeasible estate of inheritance therein free and clear of all incumbrances as was above noted, and that they will warrant and defend the same in the quiet and peaceable possession of said party, his heirs and assigns forever, against the lawful claims of all persons whomsoever

This grant is intended as a mortgage to secure the payment of the sum of Three Hundred 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 party of the second part: due in five years from date, with interest from maturity or default, at the rate of ten percent per annum, the interest from date to maturity, or default being evidenced by coupon attached to said note

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 of making such sales, and the overplus, if any there be, shall be paid by the party 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 hands and seals the day and year first above written.

Signed and delivered in presence of

Emma W. Brown (SEAL.)

J. Spald Brown (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 23rd day of November, A. D. 1899, before me, August L. Helig, a Notary Public in and for said County and State, came J. Spald Brown and Emma W. Brown, 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 Nov 10 1890.

August L. Helig Notary Public.

Recorded Nov 23 A. D. 1899, at 7 o'clock P.M.

James Brooker Register of Deeds.

This mortgage is, in whole, on the original instrument. The entire herein described having been paid in full, this mortgage is hereby released and the same hereby created hereby. As witnesses they have the day of September, A.D. 1899. Recorded Sept. 23, 1899. James Brooker, Register of Deeds.

