

This Indenture, Made this 27th day of December in the year of Lord one thousand eight hundred and eighty nine between August Bitterly and Mary Bitterly, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William S. Sinclair, of Lawrence, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty 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 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: The West half of the South East quarter of Section No. Seventeen (17), in Township No. Fourteen (14) North, of Range No. Twenty (20) East of the 6th principal meridian, containing 50 acres of land, more or less, and being the homestead of the said parties of the first part, subject, however, to a prior mortgage of \$500 to said William S. Sinclair

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, save as above, and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Twenty five Dollars

according to the terms of ten certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part for the sum of \$250 each, due respectively in 6, 12, 18, 24, 30, 36, 42, 48, 54 and 60 months after date, with interest after maturity at the rate of ten percent 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 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 hand and seal the day and year first above written.

Signed and delivered in presence of

C. E. Dallas

Frank Bitterly

August Bitterly (SEAL.)

Mary Bitterly (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 27th day of Dec, A. D. 1889, before me, Chester E. Dallas, a Notary Public in and for said County and State, came August Bitterly and Mary Bitterly, 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 Dec 15 1890.

Chester E. Dallas

Notary Public.

Recorded Jan 1 A. D. 1890, at 11 o'clock A. M.

James Broke

Reg. later of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 28th day of November 1889 Wm S Sinclair