

This Indenture, Made this 9<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and Ninety between Benjamin R. Sutton and John E. Sutton, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William P. Sinclair, of Lawrence, Kansas of the second part,

I 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: The North Thirty Acres of the South East quarter of Section No Thirty four (34), and the West half of the South West quarter of Section No Thirty five (35), all in Township No. South ten (10) North, of Range No Nineteen (19) East of the Sixth principal meridian containing One hundred and ten (11) acres of land, more or less, and being the homestead of the 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 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 the said party of the second part, 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 Three Hundred Dollars.

\_\_\_\_\_ (this day executed and delivered by the  
according to the terms of one certain mortgage note  
said parties of the first part to the said party Y of the second part:  
payable in five years after date, with interest after maturity or default at  
the rate of ten per cent per annum until fully paid, the interest from date to  
maturity or default, being evidenced by coupons 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 Y 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 Y 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

Benjamin L. Lutton (SEAL.)

Jane E. Sutton (SEAL.)

-(SEAL.)

... (SEAL.)

STATE OF KANSAS.

County of Douglas )

He it Remembered, That on this 14<sup>th</sup> day of January, A. D. 1892, before me, Chester C. Dallas, a Notary Public in and for said County and State, came Benjamin H.utton and Jane E. Hutton, 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 — 18 — A. D. 1890, at 11 o'clock P. M.

*James Brooks*  
Register of Deeds.

The following is reduced on the original instrument  
certification of full payment of the within mortgage  
hereby release the entire this order of January 1895.  
Thurs 27 Dec 1895

Recorded February 7<sup>th</sup> 1895.

of Mrs. Brooks  
Resident of Leeds

The following is endorsed on the original instrument  
The note, serially described, having been paid in full, this mortgage, and the lien  
therein created discharged. As witness my hand this 1st day of February, A.D. 1898.  
Recorded January 14<sup>th</sup> 1898. *Wm. W. Jager*  
Wm. W. Jager