

This Indenture, Made this 1st day of May in the year of our Lord one thousand eight hundred and ninety nine between Fletcher H. Bell and Laura A. Bell, his wife of Lawnice in the County of Douglas and State of Kansas of the first part, and Am. T. Sinclair of same place of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of 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 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. One Hundred thirty-two (132) and One Hundred thirty-four (134) in Block No. Forty-one (41) West Lawnice, being the homestead of said parties of the first part, subject to a prior mortgage for \$200.00 to H. C. Bradley, dated November 26th, 1894, recorded in Book "30" Page "71"

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 party of the second part, his heirs and assigns forever, against all persons lawfully claiming the same, except as above.

This grant is intended as a Mortgage to secure the payment of the sum of Seventy five 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:

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 for 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 seal the day and year first above written.

Signed and delivered in presence of

Fletcher H. Bell (SEAL.)  
Laura A. Bell (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } SS.

Be it Remembered, That on this 1st day of May, A. D. 1899, before me, Joseph C. Riggs, a Notary Public in and for said County and State, came Fletcher H. Bell and Laura A. Bell, 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 22 1896 Joseph C. Riggs Notary Public.  
Recorded May 1st A. D. 1899 at 4 o'clock P. M.

James Brooks Register of Deeds.

The following is endorsed on original instrument:  
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.  
As Witness my hand, this 2nd day of February A.D. 1901,  
W. Bergman

Recorded Feb'y. 27th A.D. 1901  
A.W. Armstrong  
Register of Deeds  
By J. L. Bowman  
Deputy

(Assigned See Book 30 Page 583)