

This Indenture, Made this 14th day of September in the year of our Lord one thousand eight hundred and ninety five between William T. Sinclair and Mattie E. Sinclair, his wife of Laurie in the County of Douglas and State of Kansas of the first part, and Mrs. Kate N. Field of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Thousand 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 her 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: Twenty four and one fourth acres in the North East Quarter of the South West Quarter, South of the Arkansas River, Five and one half acres in the South West Quarter of the North West Quarter, South of the Arkansas River, and Fifty nine and one half acres in the West Half of the South West Quarter East and South of the Arkansas River, all in Section 16, Township 20 North, Range 10 West, 1st Meridian, subject to the right of way of the Chicago, Topeka and Santa Fe Railroad Company, also except the following beginning at a section corner on East line of South West Quarter of said Section 16, thence North 55 degrees East 55 feet to East line of said Quarter Sec. Thence South 1/4 mile to place of beginning, thence beginning at a point 944 feet North of section corner on East line of said Quarter, West 200 feet to quarter corner of Section 16, thence running West 50 feet thence North 10 feet to quarter corner, thence South 100 feet to beginning with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William T. Sinclair and Mattie E. Sinclair, his wife 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

This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars according to the terms of a certain Mortgage Note this day executed and delivered by the said William T. Sinclair and Mattie E. Sinclair, his wife to the said party of the second part: due in five years from date, with interest from date to maturity or default, as evidenced by coupons attached to said note, and interest from maturity or default in the payment of interest, until fully paid, 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 her 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 her 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 William T. Sinclair and Mattie E. Sinclair or 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

Wm T. Sinclair (SEAL)
Mattie E. Sinclair (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 14th day of September, A. D. 1895, before me, N. C. Mangler, a Notary Public in and for said County and State, came William T. Sinclair and Mattie E. Sinclair 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 Oct 5th 1898
Recorded Sept 16 A. D. 1895 at 11:30 o'clock P. M. N. C. Mangler Notary Public.

James Brooks Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released,
and the lien thereby created discharged. Witness my hand this 17th day of May A.D. 1898.
John F. Hugg

Recorded April 4-1900-
C. Chapman Register of Deeds-
(Assigned See Book 3 Page 309)