

This Indenture, Made this 7th day of May in the year of our Lord one thousand eight hundred and ninety th between Viretta Segart, widow Birdie Segart, Minnie Woodward, L. Woodward her husband, being heirs of law of J. Segart, deceased, &c. of the County of Douglas and State of Kansas of the first part, and William T. Sinclair, of Lawrence, Kansas. of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of Sixteen 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 South West Quarter of the North West Quarter of Section No. Eight (8) and the South West Quarter of Section No. Eight (8), except the following: Beginning at the South West corner of said Section No. Eight (8) and running North to center of channel of Dry Branch Creek, thence in an easterly direction with the meandering of said Creek and in the center thereof so far as to the South line of said Section and thence West to beginning shall enclose twenty (20) acres of land, all in Township No. Thirteen (13) South, of Range No. Eighteen (18) East of 1st Meridian. Inclosed hereby agree to maintain \$1000.00 insurance upon the buildings on said land for benefit of Birdie, his heirs or assigns, who shall have possession of all policies of insurance, and renewal receipts therefor. 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 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 Sixteen 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 (5) years from date, with interest from date to maturity or default as evidenced by coupons attached to said note, and interest after maturity or default at the rate of ten per cent per annum until fully paid. 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, appraisal hereby waived or not at the option of the party of the second part 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 seals the day and year first above written.

Signed and delivered in presence of

Viretta Segart (SEAL.)  
Maude Segart (SEAL.)  
Minnie Woodward (SEAL.)  
L. Woodward (SEAL.)  
Birdie Segart

STATE OF KANSAS, }  
County of Douglas } ss.

**Be it Remembered,** That on this 18th day of May, A. D. 1896, before me, \_\_\_\_\_, a Notary Public in and for said County and State, came Viretta Segart, widow Birdie Segart, Maude Segart, both unmarried, & Minnie Woodward, L. Woodward her husband and heirs at law of J. Segart, deceased 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 November 20 1899 L. A. Night  
Recorded May 18 A. D. 1896, at 4:45 o'clock P. M. Notary Public.

James Brooks  
Register of Deeds.

(Assigned See Book 33 Page 491)  
(Released See Book 33 Page 597)