

This Indenture, Made this 28th day of December in the year of our Lord one thousand eight hundred and ninety 96 between Elizabeth Studebaker widow of Daniel Studebaker deceased and Clara A. Maple (formerly Clara A. Studebaker widow of Joseph Studebaker deceased and Daniel Louis Maple her husband, all of in the County of Douglas and State of Kansas of the first part, and William H. Sinclair, of Lawrence Kansas of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve 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 (30) Acres of the North East Quarter of Section No. Twelve (12) in Township No. Fourteen (14) South of Range No. Eighteen (18) East of the 6th M. West the South East Quarter of Section No. One (1) in Township No. Fourteen (14) South of Range No. Eighteen (18) East, less the following: Beginning at a point sixteen (16) Rods East of a point forty (40) Rods South of the North West corner of said last named Quarter Section thence running South thirty five (35) Rods to a point twelve (12) Rods East of the West line of said Quarter Section thence West seven (7) Rods, thence North twenty five (25) Rods to the North West corner of said Quarter Section thence East One Hundred & thirty (130) Rods to the North East corner of said Quarter Section thence South thirty five (35) Rods to the West line of said Quarter Section thence West One Hundred & thirty (130) Rods to a place of Beginning 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.

This grant is intended as a Mortgage to secure the payment of the sum of Twelve 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, 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 surplus, 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
Witness to mark
L. R. Wight
STATE OF KANSAS, } ss.
County of Douglas

Clara A. Maple (SEAL.)
Elizabeth Studebaker (SEAL.)
Louis Maple (SEAL.)

Be it Remembered, That on this 29th day of December, A. D. 1896, before me, L. R. Wight, a Notary Public in and for said County and State, came Elizabeth Studebaker widow, and Clara A. Maple (formerly Studebaker) and Louis Maple her husband 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. R. Wight
Recorded Dec 31 A. D. 1896, at 10¹⁵ o'clock A. M.

James Brooks
Register of Deeds.

In consideration of full payment of the sum of \$1200.00 I hereby release the sum of \$1200.00 day of March 1900
Samie Ellis

Attest
J. C. Looman
Dep. Reg. of Deeds

(Assigned See Book 37, Page 118)
(Assigned See Book 35, Page 10)
(Assigned See Book 39, Page 171)

