

This Indenture, Made this eleventh day of November in the year of our Lord one thousand eight hundred and ninety five between August Bitterly, a widower of Douglas in the County of Douglas and State of Kansas of the first part, and William J. Sinclair, of Lawrence Kansas of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of One Hundred Twenty-five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he 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 West half of the South East quarter of section No. Seven-teen-17- in Township No. Fourteen-14- South of Range No. Twenty-20- East of the 6th P.M., eighty acres of land more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

August Bitterly doth hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that he will warrant and defend same in the peaceable possession of said 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

One hundred and Twenty-five Dollars

according to the terms of One certain Mortgage note this day executed and delivered by the said August Bitterly to the said party of the second part:

due in one year from date with interest from date to maturity as evidenced by coupons thereto attached and interest after maturity or default at the rate of ten percent 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 overplus, if any there be, shall be paid by the party making such sale on demand to the said August Bitterly, his heirs and assigns.

In Witness Whereof, The said party of the first part, he hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

August Bitterly (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 16th day of November, A. D. 1895, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came August Bitterly, a widower,

known to be the same person 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 2, 1896

Recorded April 23 A. D. 1897, at 10³⁰ o'clock A.M.

Joseph E. Riggs Notary Public.

James Brooke Register of Deeds.

*The following is inclosed in Original Indentment.
The note herein described having been paid in full, this mortgage
is hereby released and the lien thereby created is discharged.
As Witness my hand this 30th day of June A.D. 1897*

*Wm. J. Sinclair
James Brooke
Recorded June 30th 1897.*

By Fred Brooks, Register of Deeds

E. D.