

This Indenture, Made this 15th day of May in the year of our Lord one thousand eight hundred and ninety seven between Archie E. Tweed, an unmarried man, of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and William T. Sinclair, of same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four hundred eighty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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: Lots Nos Three (3) and Four (4) in Block No Eight (8) of Steele's Subdivision of a portion of Earl's Addition to the City of Lawrence First party hereby agrees to maintain \$500 insurance upon the buildings on said Lots during the existence of this loan for benefit of second party and assigns

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

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 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 Four Hundred Eighty Dollars being purchase money of above described premises

according to the terms of One certain mortgage note this day executed and delivered by the said party of the first part

due in five (5) years from date with interest from date to maturity as evidenced by coupons attached to said note and interest after maturity or default until fully paid at the rate of ten percent 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 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 party of the first his heirs and assigns.

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

Signed and delivered in presence of

Archie E. Tweed (SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 15th day of May, A. D. 1897, before me, S. A. Wight, a Notary Public in and for said County and State, came Archie E. Tweed, an unmarried man,

to me personally 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 November 20, 1899 S. A. Wight Notary Public.

Recorded May 15 A. D. 1897, at 4 o'clock P. M.

James Brooks Register of Deeds.

The following is a true and correct copy of the original instrument in consideration of full payment of the within Mortgage I hereby release the same this 7th day of May 1897.

Recorded March 6 1898.
W. M. Wainwright,
Register of Deeds.