

This Indenture, Made this 1st day of July in the year of our Lord one thousand eight hundred and ninety seven between Reuben Britchett and Mary H. Britchett his wife of Wichita in the County of Sedgwick ^{Douglas County, State of Kansas} and State of Kansas formerly of the first part, and William T. Sinclair of Lawrence, Douglas County Kansas 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 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 fractional quarter of Section No. Thirty (30) in Township No. Thirteen (13) South of Range No. Twenty (20) East of 6th E. M. And said parties of the first part hereby declare that said land is not now, nor is it intended to be, their homestead.

with all the appurtenances, and all the estate, title and interest of the said part of the first part 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 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 Two Thousand 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 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 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 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

J. W. Messenger
2113 Strand
Galveston Texas
STATE OF KANSAS,
County of Sedgwick } SS.

Mary H. Britchett (SEAL.)
Reuben Britchett (SEAL.)
(SEAL.)
(SEAL.)

Be it Remembered, That on this 1st day of July, A. D. 1897, before me, G. A. Hatfield, a Notary Public in and for said County and State, came Mary H. Britchett

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 Oct 21 1897 G. A. Hatfield Notary Public.

State of Texas
County of Galveston } SS. Be it Remembered That on this 3rd day of July A. D. 1897, before me a Notary Public in and for said County and State came Reuben Britchett to me personally known to be the same person who executed the foregoing mortgage and duly acknowledged the execution of the same.
In Witness Whereof, I have hereunto subscribed my name and affixed my Notarial seal the day and year last above written.
John W. Messenger
Notary Public
My commission expires 1st day of June 1899
Recorded July 10 1897 at 10:30 o'clock A.M.
James Booth
Register of Deeds

Dec 31/4 1897

Released per Book 37 Page 213