

This Indenture, Made this 21st day of July in the year of our Lord one thousand eight hundred and ninety seven between Jane M. Cook and John Cook her husband of the of Illinois in the County of Illinois and State of Illinois of the first part, and William J. 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: Sets Nos. Thirteen (13) and Fourteen (14) in Block No. Fourteen (14) of Sinclair's Addition; Set No. Six (6) in Block No. Eleven (11) of Sinclair's Second Addition; Sets Nos. Thirteen (13) and Fourteen (14) in Christian's Subdivision of Block No. Ten (10) of Sinclair's Second Addition; and Set No. Six (6) and the South Half of Set No. Five (5) in Block No. Twenty Five (25) of Sinclair's Addition. All in the City of Lawrence; And said parties of the first part hereby declare that no portion of above described property now is nor is it intended to be their homestead; And said first parties hereby agree to maintain \$2500 insurance upon the buildings now on or to be erected on said sets during the existence of this loan for benefit of second party, his heirs or assigns 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 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 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 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 (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 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 hand and seal the day and year first above written.

Signed and delivered in presence of

STATE OF Illinois,
County of Cook } SS.

Jane M. Cook (SEAL.)
John Cook (SEAL.)
By A. J. Cook (SEAL.)
his Attorney in fact (SEAL.)

Be it Remembered, That on this 16 day of August, A. D. 1897, before me, William M. Brinkman, a Notary Public in and for said County and State, came Jane M. Cook

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 Jan 12 1901 William M. Brinkman Notary Public.

State of Illinois
County of Cook

Be it Remembered That on this 16 day of August A. D. 1897 before me a Notary Public in and for said County and State, came A. J. Cook Attorney in fact for John Cook who personally known to be the same person who executed the foregoing mortgage, and duly acknowledged the execution of the same as such Attorney.

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 Jan 12 1901
Recorded Aug 21, 1897 at 1:06 clock P.M.
William M. Brinkman Notary Public
James B. Ho Register of Deeds

(Released per Book - 39 - Page - 274)
(For part released per Book 35 - Page 571)
(For part released per Book 37 - Page 334)

"Assigned per Book 33 Page 73"