

This Indenture, Made this 7th day of December in the year of our Lord one thousand eight hundred and ninety seven between Nathan Knapp and Caroline Knapp, his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and William S. Sinclair, of same place of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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: Lot No. Twenty (20) on Elliot Street in Block No. Thirty nine (39) in that part of the City of Lawrence known as West Lawrence, being the homestead of said first parties who hereby agree to maintain insurance to amount of one thousand dollars upon the buildings now on or to be erected on said lot, 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 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 same in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming or to claim the same.

This grant is intended as a Mortgage to secure the payment of the sum of Five 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 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 10% per annum until fully paid, in cash or by sheriff's deed to said property, together with possession thereof; 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, 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

Nathan Knapp (SEAL)
Caroline Knapp (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 8th day of December, A. D. 1897, before me, J. A. Wright, a Notary Public in and for said County and State, came Nathan Knapp and Caroline Knapp, his wife 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 Nov. 20, 1899 J. A. Wright Notary Public
Recorded Dec 9 A. D. 1897, at 10 o'clock A. M.

James Brooks
Register of Deeds

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the lien hereby created, discharged. W
witness my hand this 10th day of December, A. D. 1902
Hannah Lane

Attest:
Wm. S. Sinclair
Assigned see Book 33-187

Recorded, Dec 10-1902 -
J. A. Wright,
Register of Deeds,
By Billie B. Johnson,
Deputy.
(Assigned see Book 39-Pages 2956)