

**This Indenture,** Made this Third day of January in the year of our Lord one thousand eight hundred and ninety eight between Catherine Ott widow, George Ott and Mary A Ott, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William I. Sinclair, of Lawrence, Kansas of the second part.

**Witnesseth,** That the said party of the first part in consideration of the sum of Six 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: The East Sixty (60) Acres of the North West quarter of Section No Twenty four (24) in Township No Thirteen (13) South of Range No Twenty (20) East of the 3rd P.M., being the homestead of said George Ott and wife. Said first party hereby agree to maintain insurance to amount of Four hundred dollars upon the buildings now on or to be erected on said land during the existence of this loan, for benefit of said second party, his heirs 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 parties of the first part

do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 lawfully claiming or to claim the same

This grant is intended as a Mortgage to secure the payment of the sum of

Six 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 ten percent 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, appraisalment 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 party of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Catherine Ott (SEAL.)

Mary A. Ott (SEAL.)

George A. Ott (SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

**Be it Remembered,** That on this 4th day of January, A. D. 1898, before me, J. A. Wright, a Notary Public in and for said County and State, came Catherine Ott widow and on Jan 6, 1898 came Mary A Ott and George Ott, her husband to me personally known to be the same person s 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 29, 1899 J. A. Wright Notary Public.

Recorded Jan 6 A. D. 1898, at 4<sup>10</sup> o'clock P.M.

James Brooks Registrar of Deeds.

(Assigned See Book 37 Page 186)

(Assigned See Book 37 Page 10)

(Released See Book 37 Page 335)