

This Indenture, Made this 29th day of January in the year of our Lord one thousand eight hundred and ninety Eight between Mary E. Miller and W. C. Miller her husband of the city of Lawrence in the County of Douglas and State of Kansas of the first part, and William D. Sinclair of same place of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of One hundred thirty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part y 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 thirty eight (38) in Braziers subdivision of a portion of addition No Four (4) in that part of the city of Lawrence formerly known as North Lawrence, being the homestead of said parties of the first part who hereby agree to maintain at least \$150 insurance upon the buildings on said lot during the continuance of this loan for benefit of second party heirs or assigns

with all the appurtenances, and all the estate, title and interest of the said part is 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 party of the second part 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

One hundred thirty 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 part y of the second part: due in one year 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 rate of 10% per annum until fully paid in cash or by Sheriff's deed to said premises together with the 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 part y 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 part y 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 part y making such sale on demand to the said parties of the first part their heirs and assigns.

In Witness Whereof, The said part is of the first part, ha ve hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Mary E. Miller (SEAL.)  
W. C. Miller (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } SS.  
County of Douglas

Be it Remembered, That on this 29th day of January, A. D. 1898, before me, L. A. Wight, a Notary Public in and for said County and State, came Mary E. Miller and W. C. Miller 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 20-1899 L. A. Wight Notary Public.

Recorded January 31st A. D. 1898, at 4:20 o'clock P. M.

B. D. Foxman  
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 25th day of April, 1902, by Wm. D. Sinclair

at and: April 25<sup>th</sup> 1902 -  
Lillie B. Sinclair  
Deputy Register of Deeds.