

This Indenture, Made this 19th day of March in the year of our Lord one thousand eight hundred and ninety eight between William S. Sinclair and Hattie E. Sinclair his wife of the City of Sawnee in the County of Douglas and State of Kansas of the first part, and James Gruen 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: lots Nos. Twenty (20) Twenty one (21) and Twenty two (22) and the North half of lot no. Nineteen (19) all in block No. Twenty three (23) of Sinclair's Addition to the City of Sawnee said parties of the first part hereby agree to maintain \$500 insurance upon the buildings now on or to be erected on said lots, for benefit of second party, his heirs or assigns during the continuance of this loan

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(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 claiming 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: See 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 10% per annum until fully paid in cash or by sheriff sold to above described premises, 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 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

Wm S. Sinclair (SEAL.)
Hattie E. Sinclair (SEAL.)

(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 1st day of April A. D. 1898, before me, L. A. Wright, a Notary Public in and for said County and State, came William S. Sinclair and Hattie E. Sinclair his wife 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 Nov 20 1899
Recorded April 1st A. D. 1898 at 2:20 o'clock P.M.
L. A. Wright Notary Public.
H. H. Doorman Register of Deeds.

The following is endorsed on the original Indenture.
The note herein described having been paid in full
this mortgage is hereby released. Also the lien thereby
created is changed. As witness my hand this 3rd day of
May A.D. 1904. Lillie C. M. Shuler.
For Partial release see Book 33, Page 339
For Assignment see Book 39, Page 315

Recorded May 13, 1904.
W. H. Munstony,
Register of Deeds.

