

This Indenture, Made this 24th day of March in the year of our Lord one thousand eight hundred and ninety eight between J. M. Rhodes an unmarried man. 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 party of the first part in consideration of the sum of Fifty DOLLARS, to him duly paid, the receipt

of which is hereby acknowledged, hath sold and by these presents doth 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 numbered thirty-four (34) thirty-five (35) and thirty-six (36) all in block no. seven (7) in Doane's subdivision of block no. seven (7) of Earl's addition to the city of Lawrence, according to the recorded plat thereof

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part doth hereby covenant and agree that at the delivery hereof he is 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 he 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 Fifty Dollars

according to the terms of two certain Mortgage notes this day executed and delivered by the said Party of the first part to the said party of the second part: One of \$25 due July 1, 1898, and one of \$25 due Dec. 1, 1898. with interest from date to maturity at 8% per annum, and interest after maturity at 10% 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 Party of the first part his heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

J. M. Rhodes (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 24th day of March, A. D. 1898, before me, J. A. Night, a Notary Public in and for said County and State, came J. M. Rhodes, an unmarried man

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 Nov. 20, 1899 J. A. Night Notary Public.

Recorded April 14th A. D. 1898, at 2¹⁵ o'clock P.M.

J. A. Night
Register of Deeds.

In consideration of full payment of the within mortgage it hereby releases the same this 24th day of March 1898.

W. D. Sinclair

Attest W. D. Sinclair
Register of Deeds.
assigned for book 33 Page 293.

