

This Indenture, Made this 22nd day of April in the year of our Lord one thousand eight hundred and ninety eight between Viretta Segart a widow 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 party of the first part in consideration of the sum of Eleven Hundred DOLLARS, to her 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 Nos Ten (10) Eleven (11) and Twelve (12) all in Block No Fourteen (14) of Lane Place Addition, in the City of Lawrence, said party of the first part hereby agrees to maintain Fourteen Hundred Dollars insurance upon the buildings now on or to be erected on said lots, 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 party of the first part therein. And the said Viretta Segart

doth hereby covenant and agree that at the delivery hereof she 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 she 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 or to claim the same

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

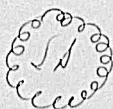
according to the terms of one certain Mortgage Note this day executed and delivered by the said Party of the first part to the said party of the second part: Due in three years from date with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default in payment of interest at the rate of ten per cent per annum, until fully paid in cash or by sheriff's deed to above 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 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 Viretta Segart, her heirs and assigns.

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

Signed and delivered in presence of

Viretta Segart (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.



Be it Remembered, That on this 22nd day of April, A. D. 1898, before me, S. A. Wight, a Notary Public in and for said County and State, came Viretta Segart, a widow 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 S. A. Wight Notary Public.
Recorded April 22nd A. D. 1898, at 12⁵⁰ o'clock P.M.

W. S. Sinclair
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 same hereby created discharged. Attest my hand, this 4th day of June A. D. 1901-
Harry Bergman -
Assigned see Book 33, Page 263.

Recorded June 27-1901-
G. W. Johnson
Register of Deeds -
By Albert J. Johnson -
Deputy