

This Indenture, Made this 11th day of May in the year of our Lord one thousand eight hundred and ninety eight between Sarah E. Wilmoth and Frank H. Wilmoth her husband of Sauvonne in the County of Douglas and State of Kansas of the first part, and William J. Sinclair, of same place of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Seven Hundred Fifty 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 parties 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. Nine (9) and the North half of Lot No. Ten (10) both in Block No. Three (3) of O'Connor's Subdivision of Block No. Fifteen (15) in Babcock's Original Addition to the City of Sauvonne, being the homestead of said parties of the first part, who hereby agree to maintain \$1,000 insurance upon the buildings now on or to be erected on said lots during the existence of this loan, for benefit of said second party, his heirs or assigns

with all the appurtenances, and all the estate, title and interest of the said part of the first part do hereby covenant and agree that at the delivery hereof they are 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 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 or to claim the same

This grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred Fifty 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 two 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 rate of 10% per annum until fully paid in cash or by Sheriff's deed to above described 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 therefor, 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 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

J. H. Borse

Sarah E. Wilmoth (SEAL.)
Frank H. Wilmoth (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 11th day of May, A. D. 1898, before me, J. H. Borse, a Notary Public in and for said County and State, came Sarah E. Wilmoth and Frank H. Wilmoth her husband to me personally known to be the same persons 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 Jan 16 1901 J. H. Borse Notary Public.
Recorded May 14 A. D. 1898, at 9⁴⁵ o'clock A.M.

W. H. Moorman
Register of Deeds.

Assigned Sec Book 33, Page 277
(Blended Sec Book 39, Page 209)

