

This Indenture, Made this 2nd day of April in the year of our Lord one thousand eight hundred and ninety eight between Henry F. Deister and Mary F. Deister, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William F. Sinclair, of Lawrence Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Six 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: The North half of the South West quarter of Section No. Fourteen (14) in Township No. Thirteen (13) South of Range No. Seventeen (17) East of the Sixth Principal Meridian, containing eighty (80) acres, more or less

with all the appurtenances, and all the estate, title and interest of the said party 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 owners 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 Six 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 due in three years from date, with interest from date to maturity or default as evidenced by said paper attached thereto and interest after maturity or default at rate of 10% per annum until fully paid in cash or by Sheriff's deed to said 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 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 party of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Henry F. Deister (SEAL.)
Mary F. Deister (SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 27th day of May, A. D. 1898, before me, J. A. Night, a Notary Public in and for said County and State, came Henry F. Deister and Mary F. Deister, his wife 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 Nov. 20-1898

Recorded June 1st A. D. 1898, at 12⁴⁰ o'clock P.M.

J. A. Night Notary Public.
W. B. Norman Register of Deeds.

Signed see Book 33, Page 288 For full see Book 34, Page 288

