

This Indenture, Made this Eighth day of July in the year of our Lord one thousand eight hundred and ninety Eight between Mary E. Cary, unmarried, widow and devisee of Wm. E. Cary dec. of Lawrence in the County of Douglas and State of Kansas of the first part, and Wm. J. Sinclair of same place of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Five 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: Commencing at a point 120 feet East of the South West corner of Lot No. 37 in addition No. 10 in that part of the City of Lawrence formerly known as North Lawrence, Thence running East Ninety (90) feet, Thence North One hundred and Seventeen (117) feet, Thence West Ninety (90) feet, Thence South one hundred and Seventeen (117) feet to place of beginning said Mary E. Cary, agreeing that during the existence of this mortgage, she will maintain insurance on the buildings situated on the above property in the sum of at least Five Hundred Dollars

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

Mary E. Cary 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 the said party of the second part, his heirs and assigns

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

according to the terms of a certain Mortgage Note this day executed and delivered by the said Mary E. Cary to the said party of the second part: due 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 ten per cent 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 two executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not at the option of the part 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 part making such sale on demand to the said Mary E. Cary 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

Mary E. Cary (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 8th day of July, A. D. 1898, before me, a Notary Public in and for said County and State, came Mary E. Cary 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 Mich 29 1901

Recorded July 9th A. D. 1898, at 3³⁰ o'clock P. M.

Joseph E. Riggs
Notary Public.
J. H. Holman
Register of Deeds.

The following is endorsed on the original instrument.
The note herein showing been paid in full, this mortgage is hereby released,
and the lien thereby created, discharged.
As Witness, my hand, this 21st day of Sept. A.D. 1903
Satisfied
John W. McCuley.

(Assigned See Book 33 Page 333.)



Recorded April 5-1904
William Strong, Reg. of Deeds.
By Eric B. Christy, Dep.