

This Indenture, Made this Eighth day of July in the year of our Lord one thousand eight hundred and ninety eight between Clarence Sinton and Eva J. Sinton his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Wm. S. Sinclair of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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: Lot No. One Hundred and Seventy Six (176) on Messee Street, in the City of Lawrence, being the homestead of the said parties of the first part, who agree to maintain, during the existence of this mortgage, insurance to the amount of Six Hundred Dollars, for the benefit of the party of the second part his heirs and assigns

with all the appurtenances, and all the estate, title and interest of the said parties 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 the said party of the second part his heirs and assigns against all persons lawfully claiming the same

This grant is intended as a Mortgage to secure the payment of the sum of Four 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 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 (10) 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 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

Clarence Sinton (SEAL.)
Eva J. Sinton (SEAL.)
____ (SEAL.)
____ (SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 7 day of August, A. D. 1898, before me, James Brooks, a Notary Public in and for said County and State, came Clarence Sinton and Eva J. Sinton 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. 4, 1901

Recorded August 2 A. D. 1898, at 12 o'clock P. M.

James Brooks
Notary Public.

W. S. Sinclair
Register of Deeds.

The following is endorsed on the original instrument —
\$400.00
Received of Clarence and Eva J. Sinton the within named mortgage, the sum of Four Hundred and 00 Dollars, in full satisfaction of the within mortgage.
A. H. Brownell, Executor.

Recorded - July - 28 - 1901 -
W. S. Sinclair,
Register of Deeds,
"Belle B. Brownell",
Deputy.

Assigned See Book 33, Page 334