

This Indenture, Made this Eleventh day of October in the year of our Lord one thousand eight hundred and ninety eight between Pearl D. Smith (unmarried)

of Kansas City in the County of Jackson and State of Missouri of the first part, and Wm. S. Sinclair of Lawrence, Douglas County, Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Fifteen Hundred (\$1500) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 All that part of the North West Quarter of Section No. Six (6) Township No. Fourteen (14) South of Range No. Eighteen (18) East of the 6th Principal Meridian, lying East and South of the Emporia State Road, containing One Hundred and Twenty (120) acres more or less

Red Stamps
20¢

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

do hereby covenant and agree that at the delivery hereof he 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 he 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 Fifteen Hundred Dollars (\$1500)

according to the terms of a 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 five (5) years from date, with interest from date to maturity as evidenced by coupons attached thereto and interest after maturity or default at the rate of ten per cent 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 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 Party of the first part his heirs and assigns.

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

Signed, sealed and delivered in presence of

Pearl D. Smith (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas County } SS.

Be it Remembered, That on this 11th day of October, A. D. 1898, before me,

a Notary Public in and for said county and State, came Pearl D. Smith, an unmarried man

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 4-1901

Recorded October 12 A. D. 1898, at 10³⁰ o'clock A. M.

James Brooks
Notary Public.

L. J. Saunders
Register of Deeds.

(Assigned Sec. 20-25 37 Page 187)

(Assigned Sec. 33 Page 358)

(We Release the Book 211 Page 82)