

This Indenture, Made this Twenty First day of November in the year of our Lord one thousand eight hundred and ninety Eight between Bessie Butland, Widow of A.H. Butland dec. of Lawrence in the County of Douglas and State of Kansas of the first part, and Wm Sinclair, of same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Fifty 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: Lot Nos Eighty Three (83) and Eighty Five (85) on Mississippi Street in Block No. Nineteen (19) in that part of the City of Lawrence, known as West Lawrence. Said party of the 1st part hereby declaring that said premises are not her homestead

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

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

according to the terms of A certain Mortgage this day executed and delivered by the said party of the first part to the said party of the second part: Due in one (1) year from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of 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 of the second part making such sale on demand to the said Bessie Butland 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

Bessie Butland (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 21st day of November A. D. 1898 before me, L.A. Night a Notary Public in and for said county and State, came Bessie Butland Widow of A.H. Butland (deceased) 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. 20, 1899 L.A. Night Notary Public.

Recorded November 21 A. D. 1898 at 7 o'clock P.M.

L.A. Night
Register of Deeds.

For Release See Blk 44-19-25-

