

This Indenture, Made this 29<sup>th</sup> day of December in the year of our Lord one thousand eight hundred and ninety Eight between Mary C. Brooks and Elizabeth R. Dick, both unmarried, of Lawrence in the County of Douglas and State of Kansas of the first part, and William 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 Fifty 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 Commencing at a point 115 and 2/3 feet South from the North East Corner of the South East fractional quarter of the North West fractional quarter of Section No. 22, in Township No. 12, Range No. 24, Thence running West 57 1/2 and 1/2 links, thence South 115 and 2/3 feet, thence East 57 1/2 and 1/2 links, thence North 115 and 2/3 feet to place of beginning, known as Lot No. 144 in Addition No. 2 in that part of the City of Lawrence, formerly known as North Lawrence, and being the homestead of said parties of the first part who hereby agree to maintain \$500 insurance on said property for benefit of second party or assigns during existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said part is 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 owner s 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 second party, his heirs and assigns forever, against all persons whomsoever lawfully claiming or to claim the same

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Fifty 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 part y of the second part: Due in five years after date, with interest from date to maturity or default as evidenced by coupons attached to said note, and interest after maturity or default at rate of 10% 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 part y 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 part y 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 seal the day and year first above written.

Signed and delivered in presence of

Witness to Mary  
L. A. Wright

Mary C. Brooks (SEAL.)  
Elizabeth R. Dick (SEAL.)  
mark (SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 30<sup>th</sup> day of December A. D. 1898, before me, L. A. Wright a Notary Public in and for said county and State, came Mary C. Brooks and Elizabeth R. Dick, both unmarried 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, 1899 L. A. Wright Notary Public.  
Recorded December 31 A. D. 1898 at 10<sup>45</sup> o'clock A. M.

G. F. Solomon  
Register of Deeds.

Assigned Dec 30 1898 Page 378

