

This Indenture, Made this 11th day of January in the year of our Lord one thousand eight hundred and ninety Nine between A. S. Murphy and William H. Murphy, his wife of Atchison in the County of Atchison and State of Kansas of the first part, and William D. Sinclair, of Lawrence, Kansas, of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of One Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha VE 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 Soto nos Trmty One (21) Trmty Two (22) Trmty Three (23) and Trmty Four (24) All in Block No. One (1) in Haskell Place, an addition to the City of Lawrence, according to plat thereof recorded April 22, 1887, in the Office of the Register of Deeds, in and for Douglas County, Kansas. The said parties of the first part hereby agree that during the existence of this mortgage they will maintain insurance to the amount of Fifteen Hundred Dollars on the building now on or to be erected on said Soto for the benefit of the party of the second part, his heirs or assigns

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 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 One Thousand 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 five 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 of the second part his making such sale on demand to the said Parties of the first part, their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, ha VE hereunto set their hands and seal the day and year first above written,

Signed and delivered in presence of

A. S. Murphy (SEAL.)
William H. Murphy (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Atchison } ss.

Be it Remembered, That on this 9th day of January, A. D. 1899, before me, Richd A. Park Jr a Notary Public in and for said county and State, came A. S. Murphy and William H. Murphy, his wife to me personally known to be the same person S 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 January 6th 1900 Richd A. Park Jr. Notary Public.
Recorded January 10th A. D. 1899, at 4⁴⁰ o'clock P. M.

G. B. Samuel
Register of Deeds.

Assigned See Book 33, Page 373.
(Released See Book 33, Page 456-)

