

This Indenture, Made this 17th day of January in the year of our Lord one thousand eight hundred and ninety nine between W. M. Parsons and Jane Parsons, his wife, of Lawrence in the County of Douglas and State of Kansas of the first part, and William T. Sinclair, of same place, of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Three Hundred twenty five 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 Nos. one hundred seventy one (171), one hundred seventy three (173) and one hundred seventy five (175) all on the south side of Locust street, in block No. 104 in that part of the city of Lawrence formerly known as North Lawrence, being the homestead of said parties of the first part, who hereby agree to maintain insurance to amount of Three hundred dollars upon the building on said lot, during existence of this loan, for benefit of second party, his heirs or 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 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 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, or to claim the same.

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred twenty five dollars, being part purchase money of above described premises, 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 (5) years after date, with interest from date to maturity as evidenced by coupons attached to said note, and interest after maturity or default at rate of ten percent per annum until fully paid in cash or by Sheriff's sale to about close of business, together with expenses of the sale. 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 making such sale on demand to the said Parties of the first part, their heirs and assigns.

In Witness Whereof, The said part is of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

W. M. Parsons (SEAL)

Jane Parsons (SEAL)

STATE OF KANSAS, } SS.

County of Douglas

Be it Remembered, That on this 18th day of February, A. D. 1897, before me, James Brooks, a Notary Public in and for said county and State, came W. M. Parsons and Jane Parsons his wife 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. 4th, 1901 James Brooks Notary Public

Recorded April 4th A. D. 1897, at 11⁴⁰ o'clock A. M.

H. H. Foxman Register of Deeds

For Payment See Bk. 14 Pg. 910