

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 14th day of June in the year of our Lord one thousand eight hundred and ninety nine between C. T. Smith and Maggie Smith, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and William T. Sinclair, of the same place, of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and seventy 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 part 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 no. Thirteen (13) in Block no. Ten (10), in Lane Place, Lawrence. The said parties of the first part hereby agree that they will maintain insurance to the amount of \$1000 on the building now on or to be erected on said lot during the existence of this mortgage for the benefit of the party of the second part, his heirs and assigns.

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

do hereby covenant and agree that at the delivery hereof they are 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 to 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 Two hundred and seventy 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 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 check, 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 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 part 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 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 hand and seal the day and year first above written.

Signed and delivered in presence of
Antoinette Brown

C. T. Smith (SEAL.)
Maggie Smith (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas) SS.

Be it Remembered, That on this 14th day of June, A. D. 1899, before me, James Brooks a Notary Public in and for said county and State, came C. T. Smith and Maggie Smith, 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. 4/1901 James Brooks Notary Public.

Recorded June 16 A. D. 1899, at 11¹⁵ o'clock A.M.

W. B. Sornum
Register of Deeds.

In consideration of full pay-
ment of the within mortgage
I hereby release the same this
21st day of August, 1907

Wm T. Sinclair

Attest: W. M. Lawrence, County Clerk,
By Edw. E. Brumley Dep.