

This Indenture, Made this Twelfth day of June in the year of our Lord one thousand eight hundred and ninety nine between Mary Barnes, widow,

of Laurance in the County of Douglas and State of Kansas of the first part, and William F. Sinclair, of the same place of the second part;

Witnesseth, That the said party of the first part in consideration of the sum of One Thousand DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha th sold and by these presents do th 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: The north half of Lot no eleven (11) on Piquette Street, in the City of Lawrence, The said party of the first part hereby agrees that during the existence of this mortgage she will maintain insurance to the amount of \$1000 on the buildings now on or to be erected on said lot, 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 party of the first part therein. And the said party of the first part do th 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 they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs or 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 party of the first part to the said party of the second part: Due in full on or before 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, deed to above described property together with possession thereof. 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, appraisalment 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 first part, his heirs and assigns.

In Witness Whereof, The said party of the first part, ha th hereunto set her hand and seal the day and year first above written, sealed
Signed and delivered in presence of

Mary Barnes (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 12th day of June, A. D. 1899, before me, L. H. Coese, a Notary Public in and for said county and State, came Mary Barnes, widow, 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 June 16th 1901 L. H. Coese
Notary Public.
Recorded June 16 A. D. 1899, at 11 o'clock A.M.

A. J. S. Sinclair
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 21st day of Feb. 1895.

William F. Sinclair

Attest W. W. Armstrong
Register of Deeds.