

This Indenture, Made this 28<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and ninety nine between Clarence Lintow and Eva Lintow, his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and A. W. Brownell, executor of the second part,

**Witnesseth**, That the said part of the first part in consideration of the sum of Two hundred and 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 part of 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. One hundred and seventy six (176), on Tennessee Street in the City of Lawrence, being the homestead of the said parties of the first part, subject to mortgage of \$1000, to William T. Sinclair. 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 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 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 upraise 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, except as above noted.

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and twenty five

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 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 at the rate of ten per cent per annum until fully paid in cash, 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 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 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 part of making such sale on demand to the said parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

Clarence Lintow (SEAL)

Eva J. Lintow (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas County } SS.

**Be it Remembered**, That on this 28<sup>th</sup> day of June, A. D. 1899, before me, James Brooks, a Notary Public in and for said county and State, came Clarence Lintow and Eva J. Lintow, 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

Recorded June 30 A. D. 1899, at 5:40 o'clock P.M.

Notary Public.

W. H. Brownell  
Register of Deeds.

The following is endorsed on the original instrument —  
 Received July 28<sup>th</sup> 1902  
 \$20.50  
 Received of Clarence and Eva Lintow, the within named mortgagors the sum of Two Hundred and Twenty Five and 00/100 Dollars, in full satisfaction of the within mortgage.  
 A. W. Brownell, Executor.  
 Recorded July 28<sup>th</sup> 1902  
 W. H. Brownell, Register of Deeds.  
 By Allen B. Johnson, Deputy.