

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 19th day of September in the year of our Lord one thousand eight hundred and ninety nine between Phoebe Jane Sherman (a widow)

of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and William F. Sinclair, of Lawrence Kansas of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Twenty hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha she sold and by these presents do she 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. Five (5) and Six (6), in Block No. 10, Subdiv. (22) of Sinclair's Addition to the City of Lawrence. Grantors hereby agreeing that they will maintain \$15.00 insurance upon the buildings now on or to be erected on said land, during the 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 part of the first part therein. And the said party of the first part do she 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 she 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 Twenty hundred dollars

according to the terms of her certain Mortgage Note this day executed and delivered by the said Phoebe Jane Sherman 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 by Sheriff Deed to a lot described property, together with possession of 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 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said party of the first part, her, heirs and assigns.

In Witness Whereof, The said part of the first part, ha she hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

[Rev. Stamp 25¢]

Phoebe Jane Sherman (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 19th day of September, A. D. 1899, before me, James Brooks, a Notary Public in and for said county and State, came Phoebe Jane Sherman (a 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 Nov. 4, 1901
Recorded Sept. 20 A. D. 1899, at 2¹² o'clock P. M.

James Brooks Notary Public.
G. D. Doorman Register of Deeds.

For assignment see Book 35, Page 149, (Released see Book 39, Page 146)