

This Indenture, Made this

25th

day of October

in the year of our

Lord one thousand eight hundred and ninety nine

between Smith A. Benedict and Jane

H. Benedict his wife,

of the City of Lawrence, 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 part of the first part in consideration of the sum of

Six hundred and fifty

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 one hundred and forty seven (147), one hundred and forty

eight (148), and one hundred and fifty one (151) of the East 1/4 of Section 16, Township 16 N., Range 10 E.,

in that part of the City of Lawrence formerly known as North Lawrence; Grantors

hereby agreeing that they will maintain insurance to the amount of \$800.

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 part 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

warrant and defend the same in the quiet and peaceable possession of

said second party, his heirs or assigns forever against all persons claiming

the same.

This grant is intended as a Mortgage to secure the payment of the sum of Six hundred and fifty dollars

according to the terms of

Certain Mortgage notes

this day executed and delivered by the

said Parties of the first part

to the said part of the second part:

Due in three 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 paid in cash or by deed to a third party, together

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 Parties of the first part, their

heirs and assigns.

In Witness Whereof,

The said part of the first part, have hereunto set their hand and seal the day and year first

above written,

Signed and delivered in presence of

Geo. B. Edgar

Smith A. Benedict (SEAL.)

Jane H. Benedict (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

SS.

County of Douglas

Be it Remembered, That on this 4 day of November, A. D. 1899, before me,

Geo. B. Edgar

a Notary Public in and for said county and

State, came Smith A. Benedict and Jane H. Benedict, 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 May 6th 1901

Geo. B. Edgar

Notary Public.

Recorded Nov 6th A. D. 1899, at 3 o'clock P. M.

W. B. Foxman

Register of Deeds.

This following is endorsed on the original instrument -
The note herein described having been paid in full, this mortgage
is hereby released, and the land thereby created, discharged. As witness
my hand this 16th day of November A. D. 1901 -
H. O. Vaughan

(Assigned Sub Book 35 Page 459)

Recorded Nov. 16th 1901

W. B. Foxman

Register of Deeds

Geo. B. Edgar

Notary