

This Indenture, Made this 6th day of November in the year of our Lord one thousand eight hundred and ninety nine between Sarah Cunningham, a widow,

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

Witnesseth, That the said part of of the first part in consideration of the sum of Five hundred DOLLARS, to her duly paid, the receipt

of which is hereby acknowledged, ha he sold and by these presents do he 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: lots Nos. Thirteen (13) and Fourteen (14) in Block No. Fourteen (14) of First Third Addition, and lot No. One (1) in Block No. Eleven (11) of Second Addition, all in the City of Lawrence. And said party of the first part hereby agrees that she will maintain insurance to the amount of \$5,000 on the buildings 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 of the first part therein. And the said

do he 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 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 Five hundred 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 part of of the second part:

During 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 periodic payments on its above described property, together with possession, 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 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 of making such sale on demand to the said Party of the first part, her, heirs and assigns.

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

Signed and delivered in presence of

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 6th day of November, A. D. 1899, before me, James Brooks, a Notary Public in and for said county and State, came Sarah Cunningham, 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. 4th 1901

Recorded Nov. 6th A. D. 1899, at 5:05 o'clock P. M.

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

In consideration of full payment of the within mortgage, I hereby release the same this 3rd day of April, 1901.

Wm S Sinclair

Attest:
Willie B. Sotman
Dep Reg. of Deeds

(For partial release see Book 37 Page 442)

