

This Indenture, Made this 30th day of October in the year of our Lord one thousand eight hundred and ninety nine between Fedora Russel and L. G. Russel, her husband of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and William L. Sinclair, of the same place, of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred 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 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 No. One hundred and Twenty-eight (128), and one hundred and thirty (130), on New York Street in the City of Lawrence, being the homestead of said parties of the first part, who agreed to maintain five hundred dollar insurance on said property during the existence of this mortgage.

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 owners 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 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 Three hundred Dollars

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 party of the second part:

Due in five years from date, with interest to maturity or default, as evidenced by coupon attached to said note, and interest from maturity or default to the payment of interest, until fully paid, at the rate of ten per cent per annum.

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 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, appraisement hereby waived or not at the option of the party 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 party of the first part, their heirs and assigns.

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

Signed and delivered in presence of

Louis F. Selig

Fedora Russel (SEAL.)

Fedora Russel (SEAL.)

L. G. Russel (SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 6th day of November, A. D. 1899, before me,

Louis F. Selig a Notary Public in and for said county and State, came Fedora Russel and L. G. Russel, her husband,

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 December 1, 1900 Louis F. Selig

Recorded Nov 7 A. D. 1899, at 3:40 o'clock P.M. Sotary Public.

H. A. Boxman
Register of Deeds.



The following is endorsed on the original instrument -
 This note and described property have been paid in full, this mortgage
 is hereby released, and the new mortgage created, discharged. Witness
 my hand this 19th day of February A. D. 1900 -
 H. C. Vaughan
 (Assigned See Book 55 Page 438)
 Recorded Nov-13-1901
 C. H. Garrison
 Register of Deeds
 By L. G. B. Strong
 Deputy