

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifteenth day of November in the year of our Lord one thousand eight hundred and ninety nine between William T. Sinclair and Mattie E. Sinclair, his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Kate B. Beardsley and Josephine B. Beardsley, or the survivor of them of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three Thousand Five 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 parties of the second part their 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: The south east quarter of section No. Twenty one (21), also the south half of the north east quarter of Section No. Twenty one (21), all in Township No. Thirteen (13) south, of Range No. Eighteen (18), except Five (5) acres off the north side of last described land.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William T. Sinclair do hereby covenant and agree that at the delivery hereof he 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 he will warrant and defend the same in the quiet and peaceable possession of said second parties, their 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 Three Thousand Five Hundred dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said William T. Sinclair to the said parties 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 or by check to 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 parties of the second part their executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment 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 costs 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 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

Rev. Stamps 72c

Wm. T. Sinclair (SEAL.)

Mattie E. Sinclair (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 21st day of November, A. D. 1899, before me, Joseph E. Riggs a Notary Public in and for said county and State, came William T. Sinclair and Mattie E. Sinclair, 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 March 27 1901

Recorded November 21 A. D. 1899, at 3⁴⁰ o'clock P.M.

Joseph E. Riggs
Notary Public.

H. J. Noxman
Register of Deeds.

(For Release See Bk. 17-19-99)