

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Second day of December in the year of our Lord one thousand eight hundred and ninety nine between Charles F. Blustead, a single man 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 party of the first part in consideration of the sum of Three hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, have sold and by these presents doth 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. Twenty-two (22) and the north half of Lot No. Twenty-one (21) in Block No. Twenty-two (22) of Sinclair's Addition to the City of Lawrence, first party agreeing to maintain insurance to the amount of \$400 on the building fronting on to be erected on said lots, during the existence of this mortgage, for the benefit of the party of the second part, his heirs and assigns.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part doth 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 for 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 and fifty Dollars.

according to the terms of One certain Mortgage note this day executed and delivered by the said Charles F. Blustead, Philip Blustead & William Blustead to the said party of the second part: Due within 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 percent per annum until fully paid in cash or by Sheriff's Deed to a third party, together with possession thereof 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 for 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 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 party of the first part, his heirs and assigns.

In Witness Whereof, The said party of the first part, hath hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Charles F. Blustead (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 2<sup>d</sup> day of December, A. D. 1897, before me, Joseph G. Riggs, a Notary Public in and for said county and State, came Charles F. Blustead, a single man, 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 December 5<sup>th</sup> A. D. 1897, at 10<sup>30</sup> o'clock A. M.

Joseph G. Riggs  
Notary Public.  
H. B. Dorman  
Register of Deeds.

The following is indented on the original instrument  
the note herein described having been paid in full the  
mortgage is hereby released and the said Charles F. Blustead  
his heirs and assigns forever released from the payment of the same  
Witness my hand this 29<sup>th</sup> day of November A. D. 1897  
J. H. Sinclair

Recorded Nov 29 - 1900  
J. H. Sinclair  
Register of Deeds

