

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 15<sup>th</sup> day of December in the year of our Lord one thousand eight hundred and ninety nine between Bessie Rutland, widow of A. H. Rutland, deceased, of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and William J. Sinclair, of the same place, of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do th 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. Eighty Three (83) and eighty five (85) on Mississippi Street, in Block No. Nineteen (19) in that part of the City of Lawrence known as West Lawrence, said party of the first part hereby declaring that said premises are not her homestead.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Bessie Rutland

do th 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 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 one hundred dollars

according to the terms of One certain Mortgage note this day executed and delivered by the said Bessie Rutland to the said party of the second part: One in three years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest thereafter in case of default at the rate of 10 per cent per annum until fully paid in cash or by Sheriff's deed to above described property, 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, appraisalment hereby waived or not at the option of the party 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 of the first part making such sale on demand to the said party of the first part, her, heirs and assigns.

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

Signed and delivered in presence of

Bessie Rutland (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.  
County of Douglas

Be it Remembered, That on this 15<sup>th</sup> day of December, A. D. 1899, before me, James Brooks a Notary Public in and for said county and State, came Bessie Rutland, widow of A. H. Rutland deceased 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. 4 - 1901

Recorded December 16 A. D. 1899, at 2<sup>45</sup> o'clock P.M.

James Brooks  
Notary Public

L. J. Doxman  
Register of Deeds.

For Release See Bk. 14 Pg. 98

