

This Indenture, Made this 31<sup>st</sup> day of January in the year of our Lord one thousand, eight hundred and sixty between Albert Knopf and Bertha Knopf, his wife, of Douglas in the County of Douglas and State of Kansas of the first part, and William F. Sinclair, of the same place, of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty 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: That portion of the northeast quarter of section 20, Township 16 N., Range 20 E., East of 1<sup>st</sup> P.M. line, east of right of way of Missouri Pacific Railway, containing 35 1/2 acres of land, more or less, also the following tract of land situated in the county of Lawrence and State of Kansas, described as follows, to-wit: Beginning at the south west corner of the northeast quarter of section 20, Township 16 N., Range 20 E., East of 1<sup>st</sup> P.M. line, running north 14 1/2 degrees east 35 1/2 feet, thence south 14 1/2 degrees west 35 1/2 feet to place of beginning, containing 24 1/2 acres of land, more or less, also beginning at the northwest corner of said section 22, thence running south 15 degrees west to a certain point, thence north 15 degrees east to the northeast corner of said section 22, thence north 15 degrees east to a certain point, thence south 15 degrees west to place of beginning, containing 18 1/2 acres.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Albert Knopf and Bertha Knopf do hereby covenant and agree that at the delivery hereof they are 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 they will warrant and defend the same in the quiet and peaceable possession of said second party, 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 Twenty 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 ten years from date, with interest from date to maturity as evidenced by coupons attached hereto, and interest at maturity or default at the rate of ten per cent per annum until fully paid in cash, or until paid to a certain point, 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, 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 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 second part 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

Two U.S. Res. Stamps

affixed and cancelled.

STATE OF KANSAS, } SS.  
County of Douglas

Be it Remembered, That on this 2<sup>nd</sup> day of February, A. D. 1896, before me, Joseph C. Riggs, a Notary Public in and for said county and State, came Albert Knopf and Bertha Knopf, 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 Feb. 27 1900 Joseph C. Riggs Notary Public.  
Recorded February 7 A. D. 1896, at 10<sup>30</sup> o'clock A. M.

G. H. Doxman  
Register of Deeds.

The following is endorsed on the original instrument:  
The party herein described having been paid in full, this Mortgage is hereby Released and the lien thereby created is discharged.  
As witness my hand this second day of October A.D. 1905,  
W. M. F. Sinclair.

Recorded Dec 11 1905  
C. W. Armstrong,  
Register of Deeds.