

JOHN R. CO., LAWYER, KAN.

This Indenture, Made this 19th day of February in the year of our Lord one thousand eight hundred and ninety nine hundred between Fadora Russel and D. G. Russel her husband, of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and William E. Sinclair, of the same place of the second part,

Witnesseth, That the said part two of the first part in consideration of the sum of Three hundred & fifty eight 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 part one 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), both on New York Street, in the City of Lawrence, said first parties agreeing that they will maintain insurance to the amount of \$800. on the buildings now or 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 parties of the first part therein. And the said Fadora Russel and D. G. Russel

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, his 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 hundred and fifty eight 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 part one of the second part: Due in five years from date with interest from date to maturity as evidenced by coupon attached thereto, and interest after maturity or default at the rate of ten per cent per annum until fully paid in cash or by Sheriff's Deed to land described property, together with costs of this deed. 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 part one 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 part one 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the part one 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

Fadora Russel (SEAL.)

D. G. Russel (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 20th day of February, A. D. 1900, before me, a Notary Public in and for said county and State, came Fadora Russel and D. 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 March 29 1901 Joseph E. Riggs Notary Public.
Recorded February 26 A. D. 1900, at 3²⁵ o'clock P.M.

W. B. Oxman
Register of Deeds.

(Release See Book 41 Page 134)
(Partial release Book 35 Page 579) (Assigned See Book 35 Page 579)