

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of March in the year of our Lord one thousand eight hundred and ninety nine hundred between Wm. T. Sinclair and Hattie E. Sinclair his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and C. B. Hughes of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 of the second part her 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 nos. Thirty one (31) Thirty two (32) Thirty three (33) Thirty four (34) Forty six (46) and Forty seven (47) in Addition No. One (1) to that part of the city of Lawrence known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Wm. 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. This grant is intended as additional and collateral security to secure the payment of a note and mortgage executed by W. W. Hindquist and wife dated Feb. 7, 1897, for \$1200, duly recorded Feb. 10, 1897 in Book 74 P. 451, upon which mortgage there remains due 1000 and in consideration of the said Sinclair has the right to remove and dispose of the ice house now on the land described in said mortgage of W. W. Hindquist and wife.

and this conveyance shall be void if such payments be made as 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 her 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 parties of the second part her 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 parties of the first part their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written. Sealed
Signed and delivered in presence of
Wm. T. Sinclair (SEAL.)
Hattie E. Sinclair (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of _____

Be it Remembered, That on this 1st day of March, A. D. 1899, before me, Joseph E. Riggs, a Notary Public in and for said county and State, came Wm. T. Sinclair and Hattie 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 subscribed my name 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
Recorded March 14 A. D. 1899, at 2⁵⁵ o'clock P. M. Notary Public.
C. B. Hughes
Register of Deeds.

(For Conveyance See Book 44 Page 631)
For Mortgage See Book 48 Page 631