

JOURNAL CO., LAWYERS, KAN.

This Indenture, Made this first day of November in the year of our Lord one thousand eight hundred and ninety between Elizabeth Bates and B. F. Bates her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Wm. T. Sinclair of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight hundred and seventy five 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: forty nine and eighty seven (87) and eighty nine (89) on Pennsylvania street in the City of Lawrence, being the home tract of the said parties of the first part who hereby agree that they will maintain insurance to the amount of twelve hundred dollars during the existence of this mortgage, on the building now erected, or to be erected on said lot, the policies of insurance to be assigned for the benefit of the second party, his heirs or assigns, and to remain in his or their possession.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 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 eight hundred and seventy five 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 5 years from date with interest from date to maturity as evidenced by coupon attached thereto and affirmatively or default at the rate of 10 percent per annum until fully paid in cash or by installment to said property or 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 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,

sealed
Signed and delivered in presence of

Elizabeth Bates (SEAL.)

B. F. Bates (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas County } SS.

Be it Remembered, That on this 21st day of November A. D. 1899, before me, a Notary Public in and for said county and State, came Elizabeth Bates and B. F. Bates, 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 subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Nov. 4, 1901

Recorded Nov. 23 A. D. 1899, at 2¹⁵ o'clock P.M.

James Brooks Notary Public.

H. H. Doorman Register of Deeds.

The following is endorsed on the original instrument.
The note herein described having been paid in full
this mortgage is hereby released and the lien thereby
created discharged. At Witness my hand this first (1st)
day of Nov. 20 1900
Wm. T. Sinclair

Recorded Dec 13 1907
Floyd L. Lawrence
Register of Deeds