

MORTGAGE Standard Form. Journal Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this fifteenth day of June in the year of our Lord, nineteen  
hundred and five, between James D. Withbeck and Sarah J. Withbeck, his wife,  
Douglas and State of Kansas, of the first part, and  
Wm. T. Sinclair, of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
Six Hundred (\$600.) 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 2d 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: Beginning 28 rods East of the South East  
Corner of the North East quarter of the North West quarter of the South  
West quarter of Section No Twenty Nine (29) in Township 20 North (21,  
South of Range No, Twenty (20) East, in Center of Law Street, produced East from  
North Lawrence, Thence North 8 rods, Thence East 150 feet, Thence North 2 rods,  
Thence East 148 feet, Thence South 2 Rods, Thence East 10 rods, Thence South 8  
rods, Thence West 28 rods to beginning. Excepting 50 feet off the West End  
thereof heretofore deeded to M. J. Kester. Parties of the first part hereby  
agree to maintain insurance of (\$800.) on the buildings now an or to be  
Erected on said premises for the benefit of said parties of the second part  
his heirs and assigns, during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said  
James D. Withbeck and Sarah J. Withbeck do hereby covenant and agree that  
at the delivery hereof they are the lawful owners 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 and assigns  
forever against all persons lawfully claiming same. This Grant is intended as a Mortgage to secure the payment of the sum of  
Six 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 part 2d of the second part  
due in four years from date, with interest from date to maturity as evidenced by coupons attached  
thereto, and interest after maturity or default at the rate of 10% per annum, interest to be paid in cash or  
by Sheriff due to the 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 part 2d 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; 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 of making such sales, and the overplus, if  
any there be, shall be paid by the part 2d making such sale, on demand, to said parties of the first part  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hands and seals the day and year first above  
written.  
Signed, Sealed and Delivered in Presence of  
James D. Withbeck. (SEAL.)  
Sarah J. Withbeck. (SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas  
BE IT REMEMBERED, That on this 15th day of June A. D. 1905, before me  
the undersigned a Notary Public in and for said County and State, came  
James D. Withbeck and Sarah J. Withbeck, 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 and affixed my official seal on the day and  
year last above written.  
My Commission Expires March 27 1909 Joseph E. Riggs. Notary Public.  
Filed for Record the 16 day of June A. D. 1905, at 11 o'clock A. M.  
W. H. Armstrong. Register of Deeds.  
Deputy.

(For Assignment see Book 51, Page 508)