

This Indenture, Made this Sixth day of October in the year of our Lord Nine-
 teen hundred and ten between H. C. Waters and Phebe A. Waters, his wife, of
 Lawrence in the county of douglas and State of Kansas, of the first part, and
 Wm. T. Sinclair of the second part, Witnesseth, That the said parties of the
 first part, in consideration of the sum of One thousand (\$1000.) 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: Lot no. Two (2) in Block No. Two (2) in Haskell Place, in the City of
 Lawrence, Parties of the first part hereby agree to maintain insurance of
 \$1000. on the buildings now on or to be erected on said premises, for the ben-
 efit of said second party, his heirs or assigns, during the existence of this
 loan. With all the appurtenances, and all the estate, title and interest of
 the said parties of the first part therein. And the said H. C. Waters and
 Phebe A. Waters 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 the same. This grant is intended as a mortgage to
 secure the payment of the sum of One Thousand Dollars according to the terms
 of one certain mortgage note this day executed and delivered by the said part-
 ies of the first part to the said party of the second part due in five years
 from date, with interest from date to maturity as evidenced by coupons attach-
 ed thereto, and interest after maturity or default at the rate of 10% per an-
 num until fully paid in cash or by Sheriff's Deed to above described property
 and this conveyance shall be void if such payments be made as herein specified
 But if default be made in such payments, or any part thereof, or interest ~~XXXX~~
 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 exe-
 cutors, administrators and assigns, at any time thereafter to sell the premi-
 ses hereby granted, or any part thereof, in the manner prescribed by law; and
 out of all the moneys arising from such sale to retain the amount then due for
 principal and interest together with the cost and charges of making such sale
 and the overplus, if any therebe, shall be paid by the party making such sale
 on demand, to said 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.

H. C. Waters (SEAL)

Phebe A. Waters (SEAL)

State of Kansas, Douglas County, SS. Be it remembered, that on this 14th day

Ind. Relined Sec. Book 54-609

(Ind. Relined Sec. Book 54-609)

This following is endorsed on the original instrument
 When all that was by these presents, that H. C. Waters has
 hereby acknowledged and payment of the debt secured by
 the foregoing mortgage and under the signature of H.