

MORTGAGE RECORD

P. F. TOLLY, Public Notary, Lawrence, Kas.

This Indenture, Made this second day of April in the year of our Lord one thousand eight hundred and eighty nine between James Degart and Viretta Degart his wife of the first part, and William F. Sinclair, of Lawrence Kansas of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Forty-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: The South East quarter of the North West quarter of Section No Eight in Township No Thirteen N 31 North of Range No Eighteen W 8 East of the Sixth Principal Meridian

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James Degart and Viretta Degart 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 except a mortgage of \$300. to W. C. Beardsley of even date herewith to which this mortgage is subject

This grant is intended as a Mortgage to secure the payment of the sum of Forty-five Dollars according to the terms of ten certain promissory notes this day executed and delivered by the said James Degart to the said party of the second part for \$4.50 each, due respectively in 6, 12, 15, 21, 30, 36, 42, 48, 54 and 60 months from date, with interest after maturity at the rate of twelve percent per annum.

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 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 costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said James Degart his 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.

Signed and delivered in presence of

James Degart (SEAL.)  
Viretta Degart (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this third day of April A. D. 1889, before me, W. C. Hoadley, a Notary Public in and for said County and State, came James Degart and Viretta Degart his wife to me personally known to be the same persons 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 7<sup>th</sup> 1892. W. C. Hoadley Notary Public.

Recorded April 3 A. D. 1889, at 1:25 o'clock P. M.

James Brooks  
Reg. Lat. of Deeds

In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.  
Witness my hand and seal this 30 day of April 1891.  
At Lawrence, Kas.  
Notary Public.  
Recorded April 30 1891 at 3:25 o'clock P. M.  
James Brooks, Register of Deeds.