

MORTGAGE RECORD

P. T. Foley, Clerk Book 38444, Page 100, Lawrence, Kas.

This Indenture, Made this 23d day of October in the year of our Lord one thousand eight hundred and eighty nine between Peter Semmer and Margaret Semmer his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and William Sinclair of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of 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: Lot No One Hundred and Nineteen (119) on the South side of Locust Street in Block No Three (3) in that part of the City of Lawrence formerly 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 parties of the first part 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 uphold, grant and defend the same in the quiet and peaceable possession of said 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 Seventy five 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 party of the second part: due in one year from date, with interest from date to maturity at the rate of eight per cent per annum, and interest after maturity at the rate of ten per cent 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 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.

Signed and delivered in presence of

E. A. Wright

Peter Semmer (SEAL.)

Margaret Semmer (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 21st day of October, A. D. 1899, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came Peter Semmer and Margaret Semmer 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 6 - 1892.

Recorded Oct - 31 A. D. 1889, at 11 o'clock A. M.

Joseph E. Riggs Notary Public.

James Brooks

Rig later of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 23rd day of Oct 1899 Wm. Sinclair

Recorded May 18th 1898

