

MORTGAGE RECORD No. 38.

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MORTGAGE Standard Form. SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this fifteenth day of May in the year of our Lord, one thousand Nineteen hundred and One, between Sara N. Dunham and Ira J. Dunham her husband, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Wm. J. Sinclair, of same place, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred 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. forty-nine (49) on Massachusetts Street in Block No. One (1) in that part of the City of Lawrence known as North Lawrence.

Said parties of the first part agree to maintain Insurance on the above property during the existence of this loan to the amount of two hundred dollars for the benefit of said party of the second part his heirs or assigns.

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 second part, 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 One hundred dollars

according to the terms of a certain Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part

During 2 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 6% per annum until fully paid in cash or by Sheriff's Deed. 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; 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 hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Sara N. Dunham (SEAL)

Ira J. Dunham (SEAL)

(SEAL)

STATE OF KANSAS,
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 15th day of May A. D. 1901, before me

a Notary Public in and for said County and State, came

Sara N. Dunham and Ira J. Dunham
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 Mich. 29 1904

Joseph E. Riggs Notary Public

Filed for Record the 16th day of May A. D. 1901, at 5 o'clock P. M.

H. H. Newman Register of Deeds