

# MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this fifth day of June in the year of our Lord, one thousand thirteen hundred and One, between Clarence Linton and Eva J. Linton his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and William T. Sinclair of Lawrence of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eleven 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 part 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 north forty-five (45) feet of Lot No one hundred and sixty-six (166) on this Street in the City of Lawrence being the homestead of the said parties of the first part who agree to maintain insurance on the buildings on said lot, during the continuance of this mortgage in the sum of twelve hundred dollars for the benefit of the party of the second part 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 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 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 Eleven hundred dollars

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

Due in 5 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 until fully paid in cash or by Sheriff's deed. 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 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 of 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 seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Clarence Linton (SEAL)

Eva J. Linton (SEAL)

(SEAL)

STATE OF KANSAS,  
County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this Seventh day of June A. D. 1901, before me Joseph E. Riggs a Notary Public in and for said County and State, came Clarence Linton and Eva J. Linton 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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires Nov-29 1904

Joseph E. Riggs Notary Public

Filed for Record the 7 day of June A. D. 1901, at 4 o'clock P. M.

W. H. Solomon Register of Deeds

(The following is enclosed on the original instrument)  
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.  
A. D. June 1901.

Recorded April 24-1901.  
William H. Solomon, Reg. of Deeds.  
Wm. H. Solomon, Reg. of Deeds.