

## MORTGAGE RECORD No. 38.

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

This Indenture, Made this twenty fourth day of June in the year of our Lord, one thousand Nineteen hundred and One, between Robert Jackson and Martha Jackson, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Thos. 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 th 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 (1) in Block No. Four (4) in Smiths Subdivision of portions of Additions Nos. Six (6) and Seven (7), in that part of the City of Lawrence formerly known as North Lawrence, being the homestead of said parties of the first part who agree to keep said premises insured to the amount of two hundred dollars for benefit of said party of second part, his heirs and 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 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 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

Due in 3 years from date, with interest from date to maturity as evidenced by coupons attached hereto, and interest after maturity or default at the rate of ten per cent 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 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

Joseph O. Riggs

Robert Jackson (SEAL)

Martha Jackson (SEAL)

mark (SEAL)

STATE OF KANSAS,

Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 25<sup>th</sup> day of June A. D. 1901, before me

Robert Jackson and Martha Jackson, his wife, a Notary Public in and for said County and State, came

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

Nov. 29 1904

Joseph O. Riggs

Notary Public

Filed for Record the

26 day of

June

A. D. 1901

at

9 o'clock

A. M.

R. H. Doremus

Register of Deeds

The following is endorsed on the original instrument: This mortgage is hereby acknowledged by the parties herein, described, having been paid in full, this mortgage is hereby released and the parties herein, described, are hereby notified that this mortgage is hereby released and the parties herein, described, are hereby notified that this mortgage is hereby released.

Recorded Nov. 30 1901