

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 8th day of July in the year of our Lord, one thousand Nineteen
hundred ~~and~~ One, between Arnold Hamming and Carrie Hamming, his wife,
of _____ in the County of _____
_____ and State of Kansas, of the first part, and Thos. J. Sinclair,
_____ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four hundred and sixty-five (\$465.00) 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 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 2, Block 12, Subdivision 1, 1st 2nd 1908, 2nd

State of Kansas, described as follows, to wit:

All that portion of the south east quarter of Sec. No. 21, in Township No. 12 S. of Range 20 E. lying North of the Right of way of the Union Pacific Railway and east of the Right of way of the Leavenworth branch of the Union Pacific Railway, containing 26 & $\frac{1}{100}$ acres more or less, excepting however a Right of way 20 feet wide, along north side thereof. Also beginning, at south east corner of Sec. No. 21, aforesaid thence running west 58 & $\frac{1}{100}$ rods, thence north 42 & $\frac{56}{100}$ rods to Union Pacific Railway, thence along said Railway to east line of Sec. No. 21, thence south 64 & $\frac{1}{100}$ Rods to place of beginning. Also the following in Leavenworth County, Kansas. There was 70 acres of the south west quarter of Sec. No. 22, in Township No. 12, S. of Range No. 20, E. Less Railroad.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said _____

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 the said second party, 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 four hundred sixty-five Dollars.

according to the terms of One certain Note of 10 this day executed _____
and delivered by the said Arnold Hamming and Carrie Hamming to the said party of the second part _____

Due in one year from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest 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 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 part of making such sale, on demand, to the said Arnold Hamming, his heirs and assigns.

IN WITNESS WHEREOF, The said *parties* of the first part have therunto set *their* hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Signed, Sealed and Delivered in Presence of

_____ Arnold Hamming _____ (SEAL)

_____ Carrie Hamming _____ (SEAL)

_____ _____ (SEAL)

STATE OF KANSAS,

County of Douglas - COUNTY } ss.

BE IT REMEMBERED, That on this 13th day of July 1901 A. D. 1, before me

Joseph E. Riggs a Notary Public in and for said County and State, came

Arnold Hammig and Carrie Hammig,

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*
written: *[Signature]* _____

My Commission Expires Mch. 29th 1904

Joseph E. Riggs
Notary Public

Filed for Record the 18th day of July A. D. 1901, at 11⁴⁰ o'clock A. M.

H. H. Oxman Register of Deeds

(The following is endorsed on the original instrument)

The note herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand this eleventh day of September, A. D. 1982.

Wm. C. G.

Recorded Mich 28 1914
Lloyd & Sacrum
 Register of Deaths

~~The money is subject to the order of the~~
 The said funds described having been paid in full, this mortgage is hereby released and the
 said funds are hereby released and discharged. As witness my hand this 24th day of March, A. D. 1920

Recorded March 9 1920