

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 14th day of August in the year of our Lord, one thousand nine hundred and one, between Peter Ralston, an unmarried man,

Douglas of the County of Douglas and State of Kansas, of the first part, and Wm. T. Sinclair, of Lawrence, Douglas Co. Kansas, of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Seven hundred (\$700) Dollars, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do tho grant, bargain, sell and mortgage to the said part 2^d 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 south half (1/2) of the north west quarter (1/4) Section No. Thirty (30), Township No. Thirteen (13), Range No. Twenty (20) S. of 6", P.M., containing 80 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Peter Ralston doth hereby covenant and agree that

at the delivery hereof he is 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 he will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns for against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of Seven hundred Dollars

according to the terms of one certain promissory note this day executed and delivered by the said Peter Ralston to the said part 2^d of the second part

Due in five 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 2^d 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 2^d of the second part Wm. T. Sinclair, his, heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of Peter Ralston (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas COUNTY }

BE IT REMEMBERED, That on this 29th day of August A. D. 1901, before me Nellie Benjamin a Notary Public in and for said County and State, came Peter Ralston, an unmarried man,

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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires Sept 29th 1903 Nellie Benjamin Notary Public

Filed for Record the 29th day of Aug A. D. 1901, at 3 o'clock P. M.
W. T. Sinclair 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 lien thereby created is discharged.
Witness my hand this 21st day of August, A.D. 1901.
Wm. T. Sinclair.
Recorded Aug 21st 1901.
W. T. Sinclair, Register of Deeds.

