

MORTGAGE RECORD No. 38.

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

This Indenture, Made this ninth day of September in the year of our Lord, one thousand nineteen hundred and one, between Henry Ritter, and unmarried man, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mrs. J. Sinclair of the same place, of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Three hundred Dollars,

to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do he 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 No. Forty-nine (49) on the south side of Maple Street, in Block No. One (1), in that part of the City of Lawrence formerly known as North Lawrence.

Insurance to the amount of four hundred Dollars to be maintained by party of the first part during the existence of this loan.

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

at the delivery hereof party of the first part do he hereby covenant and agree that 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 the 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 Three hundred Dollars,

according to the terms of a certain promissory note this day executed and delivered by the said party of the first part to the said part of of the second part

Due in 5 years from date with interest from date to maturity as evidenced by coupon 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 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 party of the first part, his heirs and assigns.

IN WITNESS WHEREOF, The said part of 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

Henry Ritter (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } ss. COUNTY

BE IT REMEMBERED, That on this 9th day of September A. D. 1901, before me Nellie Benjamin a Notary Public in and for said County and State, came

Henry Ritter, and 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 subscribed my name set my hand and affixed my official seal on the day and year last above written:

My Commission Expires Sept. 29 1903

Nellie Benjamin Notary Public

Filed for Record the 9th day of Sept A. D. 1901, at 3 o'clock P. M.

W. H. Foxman Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 9th day of September, 1906
Wm D Sinclair

Recorded 9-5-06.
All transactions dealt with by Elsie C. Armstrong.