

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 9th day of September in the year of our Lord, one thousand Nineteen hundred and one, between Jennie C. Starkweather and Charles P. Starkweather, her husband, 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 parties of the first part, in consideration of the sum of Four hundred (\$400.) 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 No. Twelve (12) in Block Fifteen (15), Land Place, an Addition to the City of Lawrence, said property being the homestead of the parties of the first part, who agree to maintain insurance thereon during the existence of this loan for the benefit of the party of the second part, his heirs or assigns, in the sum of at least six hundred (\$600.) Dollars.

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 with 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 Four hundred Dollars

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

Due in three 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 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 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

Jennie C. Starkweather (SEAL.)
Chas. P. Starkweather (SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 23rd day of September A. D. 1901, before me

Nellie Benjamin a Notary Public in and for said County and State, came

Jennie C. Starkweather and Charles P. Starkweather
her husband 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 Sept 29 1903

Nellie Benjamin
Notary Public

Filed for Record the 24th day of Sept. A. D. 1901, at 3³⁰ o'clock P. M.

G. J. Foxman Register of Deeds

This following is entered on the original instrument.
It is not being described having been filed in full.
It is hereby released, and this loan thereby created is discharged.
As witness my hand this 3rd day of May - A.D. 1902
J. M. J. Sinclair -

Recorded May - 31st 1902
By G. J. Foxman
Register of Deeds
By Ellen B. Bosworth, Deputy.

This following is entered on the original instrument.
The note herein described having been paid in full this Mortgage