

MORTGAGE RECORD No. 38.

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MORTGAGE Standard Form. SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this Eighteenth day of December in the year of our Lord, one thousand Nineteen hundred and One, between A. J. Holcom and Hester A. Holcom, his wife,

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

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand 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 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:

The south half of the south half of section No. Twenty-seven (27), in Township No. Thirteen (13), South, of Range No. Nineteen (19), East of the 10th P.M.,

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 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 Two Thousand dollars

according to the terms of One 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 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 ten per cent per annum until fully paid in cash or by Sheriff's deed to above described property. 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

Antoinette Brown

Abraham J. Holcom (SEAL)

Hester A. Holcom (SEAL)

(SEAL)

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

BE IT REMEMBERED, That on this 18 day of December A. D. 1901, before me

James Brooks

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

A. J. Holcom and Hester A. Holcom, 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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires Nov. 5 1905

James Brooks

Notary Public

Filed for Record the 19 day of Dec. A. D. 1901, at 3 o'clock P. M.

H. J. Brown

Register of Deeds

(For Assignment See Book 39 Page 638) (For Release See Book 44 Pg. 440)