

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Thirtieth day of December in the year of our Lord, one thousand Nineteen hundred and One, between W. A. Riel and Maggie Riel, his wife, of Douglas the County of Douglas and State of Kansas, of the first part, and William T. Sinclair, of the same place, 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 north fifty (50) acres of the east half of the south west quarter of section No. Twenty (20), and the north half of the north half of the south west quarter of the south west quarter of section No. Twenty (20), all in Township No. Twelve (12), South, of Range No. Twenty (20), East of the 6th P.M., being the homestead of said parties of the first part, who agree to maintain insurance on the building now on it to be erected on said premises during the existence of this mortgage for the benefit of the second party, to the amount of \$1000.

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 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 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 three years from date, with interest from date to maturity 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. 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

W. A. Riel (SEAL)

Maggie Riel (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas - COUNTY - ss.

BE IT REMEMBERED, That on this 31st day of December A. D. 1901, before me

James Brooks a Notary Public in and for said County and State, came W. A. Riel and Maggie Riel, 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 November 5 1905

James Brooks Notary Public

Filed for Record the 31st day of Dec. A. D. 1901, at 12 o'clock M.

W. A. Sinclair Register of Deeds

(Assigned see Book 39 Page 193)
(Cleared see Book 39 Page 202)