

## MORTGAGE RECORD No. 38.

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

This Indenture, Made this ninth day of May in the year of our Lord, one thousand, four hundred and one, between Cassius A. Bigelow and Catherine R. Bigelow, of Lawrence in the County of Douglas and State of Kansas, of the first part, and William S. Sinclair, of the same place, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred and twenty-five 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. one hundred and forty (40), and one hundred and forty two (142), on Tennessee Street, in the City of Lawrence-

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 save a prior mortgage of \$2500 to A. H. Tenney, and that they will warrant and defend the same in the quiet and peaceable possession of said second party, her heirs and assigns forever, against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of

One hundred and twenty-five 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 part of of the second part payable as follows: Twelve and 100/100 dollars on the 9th days of May and November in each year, until said sum of one hundred & twenty-five dollars is fully paid.

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 hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Louis F. Selig

Cassius A. Bigelow (SEAL)

Catherine R. Bigelow (SEAL)

(SEAL)

STATE OF KANSAS, }  
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 9th day of May A. D. 1901, before me Cassius A. Bigelow and Catherine R. Bigelow, a Notary Public in and for said County and State, came 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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My Commission Expires December 15th 1904

Louis F. Selig

Notary Public

Filed for Record the 14th day of Jan. A. D. 1902, at 3:20 o'clock P. M.

St. A. Newman Register of Deeds

For value received, I hereby release Lot 142 Tennessee St., Lawrence, Mo. from the operation of this mortgage - Dated June 9, 1903. Wm S Sinclair

Recorded June 19, 1903. W. W. Cunningham, Register of Deeds.

Recorded Sept 16, 1907. W. W. Cunningham, Register of Deeds.

The following is endorsed upon the original instrument: Advertis herein described having been paid in full, this mortgage is hereby released, and the same hereby created, discharged.

Recorded: Sept 17, 1902 - St. A. Newman