

MORTGAGE RECORD No. 38.

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MORTGAGE Standard Form. SAML BODSWORTH BOOK CO., LEAVESWORTH, KAN.

This Indenture, Made this eleventh day of February in the year of our Lord, one thousand nineteen hundred and two, between Agnes M. G. Monroe and James H. Monroe, her husband, of Lawrence in 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 Six hundred 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 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. Fifty seven (57) on New Jersey Street, in the City of Lawrence, being the homestead of the said parties of the first part, who agree to maintain insurance to the amount of \$800. on the buildings now on or to be erected on said lot during the existence of this mortgage for the benefit of the party of the second part, his heirs or assigns.

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

Six hundred 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 the second part

Due in five 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 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

Louis F. Selig

Agnes M. G. Monroe (SEAL.)

James H. Monroe (SEAL.)

(SEAL.)
(seal)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 11th day of February A. D. 1902, before me

Louis F. Selig

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

Agnes M. G. Monroe and James H. Monroe,

her husband

to me personally known to be the same

persons 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 Dec. 13 1904

Louis F. Selig

Notary Public

Filed for Record the 12th day of Feb A. D. 1902, at 10¹⁵ o'clock A. M.

W. T. Sinclair Register of Deeds

(For Assignment See Book 51 Page 426)
 This mortgage is referred to the original instrument.
 The same having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 14th day of March A. D. 1902.
Agnes M. G. Monroe
James H. Monroe
Hugh Blair
March 20th 1902
Thos. L. Lawrence
Gov. C. W. McPherson