

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. KAM. BODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this Twenty-second day of February in the year of our Lord, one thousand fourteen hundred and two between Henry G. Parsons and Ida B. Parsons, his wife, of City of Lawrence in the County of Douglas and State of Kansas, of the first part, and William F. Sinclair, of the same place, of the second part:

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

lots Nos. One hundred and sixty-seven (167) and one hundred and sixty-nine (169), on the south side of Locust street, in Block No. Four (4) in that part of the City of Lawrence known as North Lawrence.

The said parties of the first part hereby agree that they will maintain insurance to the amount of \$350. on the buildings now on or to be erected on said lots 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 party 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 owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that he will warrant and defend the same in the quiet and peaceable possession of said second party his heirs and assigns forever against all persons lawfully claiming. This Grant is intended as a Mortgage to secure the payment of the sum of Three 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 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 in default at the rate of ten per cent per annum until fully paid in cash or by Sheriff's Deed to above described property. 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 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 of the second part 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

Henry G. Parsons (SEAL.)
Ida B. Parsons (SEAL.)
Henry G. Parsons (SEAL.) (seal)

STATE OF KANSAS,

County of Douglas -COUNTY- ss.

BE IT REMEMBERED, That on this 22 day of February A. D. 1902, before me

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

Henry G. Parsons and Ida B. Parsons,

his wife,

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 Nov. 5 1905

James Brooks
Notary Public

Filed for Record the 27 day of Feb. A. D. 1902, at 6 o'clock P. M.

H. S. Newman Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 19th day of Feb. 1902.

Witness my hand and seal this 19th day of Feb. 1902.

The following is enclosed on the original instrument. Release. It only having been described having been prior in full. This mortgage is hereby released and the lien thereby created.

Recorded Mar 27 1903.