

MORTGAGE RECORD No. 38.

MORTGAGE - Standard Form. SAME DODD WORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this Eight day of March in the year of our Lord, ~~one thousand~~ thirteen hundred and two, between Joseph A. James and K. R. James, his wife, of the City of Pueblo in the County of Colorado and State of Kansas, of the first part, and William T. Sinclair, of Lawrence, Douglas County, Kansas 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 part y 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 one hundred (100) feet of the south four-fifths of the east half of the south east quarter of Block No. Nine (9), in that part of the City of Lawrence, known as North Lawrence, and the said parties of the first part hereby agree that they will maintain insurance to the amount of \$500. on the buildings now on or to be erected on said premises 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 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 they will warrant and defend the same in the quiet and peaceable possession of the 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 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 part y 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. 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 y 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 y 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

Joseph A. James (SEAL)
K. R. James (SEAL)
(SEAL)
(Seal)

Colorado
STATE OF KANSAS,

ss.
COUNTY of

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

Elijah Brayton

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

Joseph A. James and K. R. James, 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 June 5 1902

Elijah Brayton Notary Public

Filed for Record the 15 day of March A. D. 1902, at 12 o'clock — M.

E. J. Doan Register of Deeds

(For assignment see Book 51, page 571)

The following is enclosed on the original instrument. Release. The party herein described paying from paid in full after mortgage