

# MORTGAGE RECORD No. 38.

295

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

This Indenture, Made this fourth day of June in the year of our Lord, one thousand thirteen hundred and two, between William H. Nelson and Lou Nelson, 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 part is of the first part, in consideration of the sum of four hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said part if 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 (1), News Addition to the City of Lawrence, being the homestead of said parties of the first part, who agree to maintain insurance to the amount of \$500. 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 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 four 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 if 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.

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 if 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 sale, and the overplus, if any there be, shall be paid by the part if making such sale, on demand, to the said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Wm. H. Nelson (SEAL.)

Lou Nelson (SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 5 day of June A. D. 1902, before me

James Brooks a Notary Public in and for said County and State, came William H. Nelson and Lou Nelson, 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 November 5 1905

James Brooks Notary Public

Filed for Record the 6 day of June A. D. 1902, at 11 o'clock A. M.

L. D. Johnson Register of Deeds