

MORTGAGE RECORD No. 38.

297

MORTGAGE Standard Form. SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this ninth day of June in the year of our Lord, one thousand two hundred and two, between Nellie Lining (formerly Nellie Doddridge) and H. B. Lining, her husband, of City 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 One hundred and thirty-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 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 twelve (112) and one hundred and thirteen (113), in Addition No. Three (3), in that part of the City of Lawrence known as North Lawrence, being the homestead of the said parties of the first part, who agree to maintain insurance to the amount of \$300. on the buildings now on or to be erected on said lots during the existence of this mortgage, for the benefit of the parties of the second part, their 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, 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

One hundred thirty-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 the second part

Due in three 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 percent 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 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 surplus, 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

Antoinette Brown
James Brooks

Nellie Lining (SEAL.)
H. B. Lining (SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 9 day of June A. D. 1902, before me James Brooks a Notary Public in and for said County and State, came Nellie Lining and H. B. Lining, her husband, 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 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 10 day of June A. D. 1902, at 1:30 o'clock P. M.

G. F. Sopman Register of Deeds

The following is endorsed on the original instrument:
The note herein described having been paid in full
this mortgage is hereby released. And the lien thereon
is hereby discharged. The witnesses my hand this 8th day
of June A.D. 1905.
W. H. T. Sinclair

Recorded June 8th 1905
W. H. T. Sinclair
Register of Deeds