

MORTGAGE RECORD No. 38.

MORTGAGE - Standard Form. SAME DOWNSWORTH BROS CO., LEAVENWORTH, KAN.

This Indenture, Made this thirtieth day of June in the year of our Lord, one thousand nine hundred and two, between Annie Sanders and Christa Sanders, her husband, of the 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 part is of the first part, in consideration of the sum of One 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 of 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. Two Hundred and thirty-four (234), on Elm Street, in the south half of Block No. Five (5), in that part of the City of Lawrence, known as North Lawrence.

The 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 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 part is 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 party of the second part, 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 One 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 of the second part

Due in two 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 of 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 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

Geo. W. Edgar

Mrs Annie Sanders (SEAL.)

Mr Christa Sanders (SEAL.)

(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 20 day of June A. D. 1902, before me

Geo. W. Edgar

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

Annie Sanders and Christa Sanders, 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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires May 6 1905

Geo. W. Edgar

Notary Public

Filed for Record the 2 day of July A. D. 1902, at 3 o'clock P. M.

G. F. Johnson

Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 18 day of July, 1903.
Wm. T. Sinclair

Attest
J. G. Johnson
Deputy Reg. of Deeds.

This mortgage is subject to the provisions of the Act of March 2, 1902, relating to mortgages on real estate, and the mortgagee hereby agrees to be bound by the provisions of said Act. As witness my hand and seal this 20 day of June, A. D. 1902.

Recorded June 27, 1916
Thos. L. Lawrence