

# MORTGAGE RECORD No. 38.

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

This Indenture, Made this Tenth day of July in the year of our Lord, one thousand Nineteen hundred and two, between John D. Fincher and Lena M. Fincher, his wife, of City of Lawrence in the County of Douglas and State of Kansas, of the first part, and William S. Sinclair, of the same place, of the second part:

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

Beginning at the north west corner of Block No. Eleven (11), in that part of the City of Lawrence formerly known as North Lawrence, thence running east 125 feet, thence south 138 feet, thence west the first part hereby agreed that they will maintain insurance to the amount of \$1000. 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 part 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

Fifteen 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 coupon 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 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 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

John D. Fincher (SEAL)

Lena M. Fincher (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 11<sup>th</sup> day of July A. D. 1902, before me Joseph E. Riggs a Notary Public in and for said County and State, came John D. Fincher and Lena M. Fincher, 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 written.

My Commission Expires March 29 1904

Joseph E. Riggs Notary Public

Filed for Record the 11<sup>th</sup> day of July A. D. 1902, at 4<sup>15</sup> o'clock P. M.

G. D. Isman, Register of Deeds

The following is enclosed on the original instrument the note herein described having been paid in full the mortgage is hereby released and the title thereby created is discharged. The witnesses sign and their duty of Feb. 22, 1904. Wm. S. Sinclair

Recorded Feb. 23, 1904. W. S. Sinclair Register of Deeds.