

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. NAME INDENTURE BOOK CO., LEAVERWORTH, KAN.

This Indenture, Made this Eleventh day of July in the year of our Lord, one thousand Nineteen hundred and Two, between Elizabeth M. Dick and J. H. Dick, her husband, 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 Three Thousand 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:

The north half of section No. six (6), in Township No. Twelve (12), South, of Range No. Twenty (20), East of the 6th P.M., less 75 acres out of the north east quarter of said section heretofore sold to one James A. Blackman, and less about 50 acres out of the north west quarter of said section heretofore sold to one James Barron, and less about 75 acres out of the north east quarter heretofore sold to one George H. Kuhn, the land hereby mortgaged containing 108 acres, more or less.

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 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 Thousand Dollars

according to the terms of One certain Mortgage Note this day executed

and delivered by the said parties of the first part and William S. Dick's mortgage to the said party 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 10% 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 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 hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Elizabeth M. Dick (SEAL.)

J. H. Dick (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 15th day of July A. D. 1902, before me

James Brooks

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

Elizabeth M. Dick and J. H. Dick, her husband,

to me personally known to be the same

persons 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 November 5 1905

James Brooks
Notary Public

Filed for Record the 15th day of July A. D. 1902, at 5²⁵ o'clock P. M.

G. F. Norman, Register of Deeds

The Note herein described, having been paid in full, this mortgage is hereby released and the same thereby created and assigned by the parties of the first part, and the mortgage is assigned to the parties of the second part, as shown by the original instrument.

Recorded Jan 8th 1904.
W. D. Armstrong,
Register of Deeds.

The following is endorsed on the original instrument:
This Note having been paid in full, this mortgage is hereby released and the same thereby created and assigned by the parties of the first part, and the mortgage is assigned to the parties of the second part, as shown by the original instrument.