

## MORTGAGE RECORD No. 38.

MORTGAGE-Standard Form. SAME DODD WORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this Twenty-ninth day of July in the year of our Lord, one thousand Nineteen hundred and two, between Samuel W. Riggs and Kate D. E. Riggs, his wife, 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 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:

Beginning on the north line of the north east quarter of section No. Six (6), in Township No. Thirteen (13), South, of Range No. Twenty (20), East of the 6<sup>th</sup> P.M., Sixty (60) Rods east of the west line of said quarter section; thence South Forty-two (42) Rods; thence east twenty-two (22) Rods; thence north Forty-two (42) Rods; thence west twenty-two (22) Rods to place of beginning, containing in all Five and 77/100 Acres more or less, and being the homestead of said first parties, who agree that during the existence of this mortgage, they will maintain insurance upon the building situate thereon to the extent of \$4000.

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 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 of the second part 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

Samuel W. Riggs (SEAL)

Kate D. E. Riggs (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 30<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

Samuel W. Riggs and Kate D. E. Riggs, 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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires March 29<sup>th</sup> 1904

Joseph E. Riggs

Notary Public

Filed for Record the 30<sup>th</sup> day of July A. D. 1902, at 2<sup>15</sup> o'clock P. M.

G. F. Foxman Register of Deeds

(For Release See Book 48 Page 43)  
(For Assignment See Book 41 Page 80)

The following is endorsed on the original instrument:  
The Note herein described having been paid in full this mortgage is hereby released and the same is hereby cancelled.

Recorded July 30-1902