

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON CO. PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this Eighteenth day of September in the year of our Lord, Thirteen hundred and two, between Samuel W. Nye and Olive E. Nye, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Ans. G. Sinclair, of the same place, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty-five Hundred (\$2500) 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:

The west one-half of the south west quarter of section Two (2), and the east one-half of the south east quarter of section No. Three (3), all in Township No. Fourteen (14), South, of Range No. Twenty (20), East of the 6th P. M.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Samuel W. Nye and Olive E. Nye 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 and assigns forever against all persons lawfully claiming same. This Grant is intended as a Mortgage to secure the payment of the sum of Twenty-five 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 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 on default at the rate of ten per cent per annum until fully paid in cash or by Sheriff's sale to the above described property, 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 cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to 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 seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

Samuel W. Nye [SEAL]
Olive E. Nye [SEAL]
[SEAL]

STATE OF KANSAS,
County of Douglas } ss.

BE IT REMEMBERED, That on this 18th day of September A. D. 1902, before me Joseph E. Riggs a Notary Public in and for said County and State, came Samuel W. Nye and Olive E. Nye, 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 and affixed my official seal on the day and year last above written.

My Commission Expires March 27th 1914

Joseph E. Riggs
Notary Public.

Filed for Record the 17th day of Sept A. D. 1902 at 4 o'clock P. M.

G. B. Lohman, Register of Deeds.
By Rellie B. Lohman, Deputy.

This mortgage is subject to the original instrument. The note herein described having been paid in full this mortgage is hereby released and the same hereby canceled. Witness my hand this 17th day of March, A.D. 1902. Register of Deeds.

This mortgage is subject to the original instrument. The note herein described having been paid in full this mortgage is hereby released and the same hereby canceled. Witness my hand this 19th day of March, A.D. 1902.

Recorded March 19 1902
J. L. Lawrence