

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL 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 Mrs. C. 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 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 6<sup>th</sup> P. M.

with all the appurtenances, and all the estate, title and interest of the said parties 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 of the second part Due in five parts 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 in cash or by Wharfed Due 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 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 hand and seal 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 17<sup>th</sup> 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 27 1904

Joseph E. Riggs  
Notary Public.

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

E. B. Soman, Register of Deeds.  
By Edw. B. Soman, Deputy.

This following is a duplicate of the original instrument filed for record in the office of the Register of Deeds, Douglas County, Kansas, on the 17th day of September, 1902, at 4 o'clock P. M. The original instrument is on file in the office of the Register of Deeds, Douglas County, Kansas, on the 17th day of September, 1902, at 4 o'clock P. M.

Recorded Mar 18 1904  
W. B. Soman, Register of Deeds

Recorded March 19 1905  
W. B. Soman, Register of Deeds