

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Twenty-fifth day of September in the year of our Lord, Nineteen Hundred and two, between Charles M. Brown, a single man, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Wm. T. Sinclair, of the same place of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One hundred (\$100.) Dollars, to him 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 east half of the south west quarter of the south east quarter of section No. Twenty-one (21), in Township No. Twelve (12), South, of Range No. Nineteen (19), East of the 6th P.M., containing Twenty (20) acres, more or less, also Commencing at a point forty Rod North of a point forty Rod west of the southeast corner of the southeast quarter of section No. Twenty-one (21), in Township No. Twelve (12), South, of Range No. Nineteen (19), East of the 6th P.M., thence west 20 Rod, thence north 20 Rod, thence east 40 Rod, thence south 40 Rod to place of beginning. Containing One (1) acre, more or less.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Charles M. Brown doth hereby covenant and agree that at the delivery hereof his 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 he 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 the same. This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred Dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said party of the first part to the said party of the second part due in One year from date, with interest from date to maturity as evidenced by coupons attached thereto, and without after maturity of default at the rate of ten per cent per annum until fully paid in cash or by Sheriff's Deed 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 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 cost 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 said party of the first part, his heirs and assigns, and first described piece of land containing twenty acres (20) subject to a prior mortgage of Wm. T. Sinclair to Charles M. Brown, dated February 23, 1900, and recorded in Book 107, page 651.

IN WITNESS WHEREOF, The said party of the first part hath hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Charles M. Brown (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

(Seal)

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 25 day of September A. D. 1902, before me

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

Charles M. Brown, a single man,

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 Nov. 5, 1905

James Brooks, Notary Public.

Filed for Record the 26 day of Sept. A. D. 1902 at 12 o'clock A. M.

G. F. Johnson, Register of Deeds.

By Willie B. Johnson, Deputy.

The following is a copy of the original instrument—
 In consideration of full pay-
 ment of the within mortgage
 I hereby release the same
 this 25 day of September, 1902
Wm. T. Sinclair
 Deputy
 Recorded—Oct. 25, 1902—
 G. F. Johnson, Register of Deeds
 By Willie B. Johnson, Deputy

Registered Jan. 24, 1903
 and certified to by
 G. F. Johnson, Register of Deeds
 By Willie B. Johnson, Deputy