

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this First day of October in the year of our Lord, Thirteen hundred and two, between Mary E. Parker, (widow) sometimes known as Mrs. Saml. H. Parker, of St. Scott in the County of Bourbon and State of Kansas, of the first part, and Wm. H. Sinclair, of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Eight hundred (\$800.) Dollars, to her duly paid, the receipt of which is hereby acknowledged, hath sold, and by these presents doth 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:

beginning at a point on the west side of Kentucky Street produced south two hundred and forty-seven (247) feet south of the north line of Adams Street thence south two hundred and ten (210) feet thence west two hundred and fifty (250) feet thence north two hundred and ten (210) feet thence east two hundred and fifty (250) feet to the place of beginning, in the city of Lawrence; said party of the first part agreed to maintain insurance to the amount of \$800. on the building of said property, for the benefit of the second party, during the existence of this mortgage.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Mary E. Parker doth hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises, above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances and that she 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 Eight hundred Dollars, according to the terms of her certain Mortgage Note this day executed

and delivered by the said party of the first part to the said part of the second part due in four 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 ten per cent per annum until fully paid in cash or by mortgage due to the above described property. But if default be made in such payment, or any part thereof, or 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 party of the first part, her heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Mrs. Mary E. Parker [SEAL]  
Mrs. John E. Parker [SEAL]  
[SEAL]  
(at)

STATE OF KANSAS,

County of Bourbon

BE IT REMEMBERED, That on this 1<sup>st</sup> day of October A. D. 1902, before me H. J. Smith a Notary Public in and for said County and State, came Mary E. Parker (widow) sometimes known as Mrs. Saml. H. Parker, 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 May 15 1905 H. J. Smith, Notary Public.

Filed for Record the 31<sup>st</sup> day of Oct. A. D. 1902 at 1<sup>45</sup> o'clock P. M.  
G. B. Bowman, Register of Deeds.  
F. J. Billie Bowman, Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 1<sup>st</sup> day of October 1902 Wm. H. Sinclair

Recorded April 5 1909

Filed for Record  
(For full release see Book 44, page 28)

This following is enclosed on the original instrument. The note is now recorded, having been paid in full this mortgage. The note is now recorded and the lien thereby created is discharged.