

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOCKWAT CO. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Third day of December in the year of our Lord, nineteen hundred and two, between J. H. Scott and Alice A. Scott, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Wm. E. Sindlar, of the same place, at the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred (\$500) 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:

Commencing at the south west corner of the north half of the south west quarter of Block No. Eleven (11), thence running north 100 feet; thence east 50 feet; thence south 100 feet; thence west 50 feet to place of beginning; all in that part of the City of Lawrence known as North Lawrence, Part of the first part hereby agree that they will maintain insurance to the amount of \$600. on the buildings now on or to be erected on said premises during the existence of this mortgage for the benefit of the parties of the second part, his heirs or assigns.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. H. Scott and Alice A. Scott 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 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 Five Hundred Dollars

according to the terms of Five certain Mortgage Notes 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 at default at the rate of ten percent for amount until fully paid in cash by the first part to 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 Presence of

J. H. Scott [SEAL]
Alice A. Scott [SEAL]
[SEAL]
(seal)

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 11th day of December A. D. 1902, before me Joe E. Riggs a Notary Public in and for said County and State, came

J. H. Scott and Alice A. Scott, 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 15th day of Decr A. D. 1902 at 1st o'clock P. M.

Edw. Sorman, Register of Deeds.

By Alice B. Sorman, Deputy.

For Return See Blk. #4-13-42. See Release See Book 44 p. 146

This mortgage is evidenced by the original instrument. This Note is being returned to the owner of the property. The mortgage is hereby released and the property is returned to the owner.