MORTGAGE Standard Form. JOURNAL CO., Printers, Binders and Blank Book Makers, Lawrence, Kas.

This Indenture, Made this Seventeenth day of March in the year of our Lord, Nineteen hundred and four, between C. H. Tehon and Minnie Tehon, his wife, of in the County of Douglas and State of Kansas, of the first part, and Wm. E. Sinclair of 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 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:

Beginning at the south east corner of the north east quarter of section No 3, in Township No 14, South, of Range No 18, East of the 6th P. M, thence running west 824 feet, thence north 330 feet to center of County Road as now laid out, thence east along center of said Road to section line, thence south along section line to place of beginning. Also – the north 5 acres of the east 50 acres of the south east quarter of section 3, Township 14 Range 18, Also – beginning at the south east corner of the north east quarter of section 3, in Township 14 South, of Range 18, East of the 6th P. M, thence north to the south line of the County Road, thence east along the south line of said Road 550 feet, th. south along the line of said road 110 feet, thence east 791 feet, thence south 333 feet, thence west 1341 feet to beginning. Also – beginning at the north west corner of the south west quarter of section No 3, in Township No 14, South, of Range No 18, East, thence south 18 Rods 9 feet, thence east 80 Rods, thence north 18 Rods 9 feet, thence west 80 Rods to beginning, containing 9 acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said C. H. Tehon and Minnie Tehon, his wife, 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 the said party of the second part, his heirs and assigns 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 One certain Mortgage Note this day executed and delivered by the said parties of the first part to the said party 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 on the Sheriff's deed to the above described premises, 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 parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand s and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of the

C. H. Tehon, [SEAL.]

Minnie Tehon [SEAL.]

[SEAL.]

(seal.)

STATE OF KANSAS, } ss.
County of Douglas }

BE IT REMEMBERED, That on this 17 day of March A. D. 1904 before me D. Baughman a Notary Public in and for said County and State, came C. H. Tehon and Minnie Tehon, his wife,

(S.S.)

to me personally known to be the same persons 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 June 6th 1905 D. Baughman, *Notary Public.*

Filed for Record the 17th day of Mch. A. D. 1904 at 4 20 o'clock P. M.

C. W. Armstrong *Register of Deeds.*

Deputy.

The following is endorsed on the original instrument:
The within mortgage is hereby released and the lien thereof discharged.
As witness my hand this 9th day of October A.D. 1908.
Miss E. P. Granger.
Assignee of W. E. Sinclair
Attest
(S.S.) H. A. Berman

Recorded Oct 23rd 1908.
C. W. Armstrong
Register of Deeds.