

MORTGAGE RECORD No. 42.

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This Indenture, Made this Seventh day of April in the year of our Lord, Twenty hundred and four (1904), between Cornelius D. Kimmner and Mary V. Kimmner, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Thos. L. Sinclair, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven hundred and seventy-five (\$775) 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:

Lot South one hundred (100) feet of Lots numbered Seventy-one (71) and Seventy-three (73), in Block number Forty-two (42), in that part of the City of Lawrence known as West Lawrence, being the homestead of said parties of the first part.

Said parties of the first part hereby agree to maintain insurance on the buildings now on or to be erected on said premises, to the amount of \$600. for the benefit of said second party, or assigns during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Cornelius D. Kimmner and Mary V. Kimmner, 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 or assigns forever, against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of \$775.

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 being for cash purchased money, due in two years from date, with interest from date to maturity at indicated by coupon attached hereto, and interest after maturity or default at the rate of eight per annum until fully paid in cash on by Sheriff's Deed to said 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 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 Presence of

Cornelius D. Kimmner [SEAL]
Mary V. Kimmner [SEAL]
[SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this _____ day of _____ A. D. 1904, before me the undersigned a Notary Public in and for said County and State, came Cornelius D. Kimmner and Mary V. Kimmner, 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 Feb. 15 1915

Joseph E. Riggs Notary Public.

Filed for Record the 2 day of May A. D. 1904 at 11 o'clock AM.

Webster Register of Deeds.
Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 28th day of September 1909

Wm. Sinclair

Wm. Sinclair
Signed & delivered
Register of Deeds