

## 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 February in the year of our Lord, Nineteen hundred and Four, between James G. Buckminster and Rachel H. Buckminster, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and William T. Sinclair of the second part:

Witnesseth, That the said part ee 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, has sold, and by these presents do grant, bargain, sell and mortgage to the said part ee 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 One hundred and Ninety-nine, and One Hundred and Twenty (120) on the South side of Lincoln Street, in Addition No. 3, in the part of the City of Lawrence aforesaid, known as the West fractional one half of Section No. Eighteen (18), in Township No. Eleven (11) South of Range No. Twenty (20) East of the 4<sup>th</sup> Meridian, described as follows: Beginning on the line running South 22° 20' East of North Deal corner of the Northwest Quarter of the North West Quarter, thence North 22° 20' East to the corner stone at the intersection of the roads, and thence in a straight line to point of beginning. Said last described piece of land being subject to mortgage of \$500, recorded January 15<sup>th</sup>, 1901, in Book 77 of Mortgages, at page 416, in Jefferson County recorder's Office, the first party hereby agrees to maintain insurance on the building now or to be erected on said lots 119 and 120 in Addition No. 3, North Lawrence, to the amount of \$500, for the benefit of the said party of the first part, or assigns, during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said part ee of the first part therein. And the said

James G. Buckminster and Rachel H. Buckminster 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 to the quiet and peaceable possession of the said party of the second part, his heirs and assigns, forever, against all persons lawfully claiming 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 of maturity as evidenced by coupons attached, thirty, and interest at six per centum per annum until fully paid in cash by Shonoff deed to the above-mentioned 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 of the first part, 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

Rachel H. Buckminster [SEAL.]

J. G. Buckminster [SEAL.]

[SEAL.]

STATE OF KANSAS, ss.

County of Douglas

BE IT REMEMBERED, That on this 25<sup>th</sup> day of February, A. D. 1901, before me

the undersigned a Notary Public in and for said County and State, came James G. Buckminster and Rachel H. Buckminster, 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 Nov. 5 1905

James Brooks  
Notary Public.

Filed for Record the 27<sup>th</sup> day of February, A. D. 1901, at 2<sup>05</sup> o'clock P.M.

W. L. Armstrong Register of Deeds.

By J. L. Cowman Deputy.