

# MORTGAGE RECORD No. 42.

411

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

This Indenture, Made this Twenty day of July in the year of our Lord, Twentieth hundred and four (1904) between Henry Fuel and Hattie Fuel, his wife

and State of Kansas, of the first part, and

Wm. T. Sinclair,

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

One Hundred and Twenty (\$120)

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 Number One Hundred and Six (106) on Indiana Street, in Block Number Forty (40), in that part of the City of Lawrence, known as West Lawrence. Parties of the first part hereby agree to maintain insurance for (\$200) on the buildings now on or to be erected on said premises 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 party of the first part therein. And the said Henry Fuel and Hattie Fuel 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 second party, his heirs and assigns against all persons lawfully claiming. This Grant is intended as a Mortgage to secure the payment of the sum of \$120

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 one year from date, with interest from date to maturity as evidenced by Coupons attached thereto, and interest after maturity or default at the rate of six per cent per annum until fully paid in cash or by check. And 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 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

L. H. Wenger.

Henry Fuel

(SEAL.)

Hattie Fuel.

(SEAL.)

(SEAL.)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 22<sup>nd</sup> day of July A. D. 1904, before me

The undersigned a Notary Public in and for said County and State, came

Henry Fuel and Hattie Fuel, 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 Sept 16<sup>th</sup> 1904

L. H. Wenger.

Notary Public.

Filed for Record the 23<sup>rd</sup> day of July A. D. 1904, at 11<sup>th</sup> o'clock A. M.

W. W. Armstrong

Register of Deeds.

Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 18<sup>th</sup> day of December, 1904.

Attest: All Clauses of this Mortgage are hereby acknowledged by Elie C. Armstrong Esq.