

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Jocaya &amp; Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this First day of May in the year of our Lord, nineteen  
hundred and nine, between Lewis A. Filor and Sarah S.  
Filor, his wife, of Douglas 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

Two Thousand Eighteen

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:

The South East quarter of Section No. Eleven (11), and the North Half of the South West Quarter of Section No. Twelve (12); all in Township No. Fifteen (15), South, of Range No. Eighteen (18) East of the 6th. P.M.,

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Lewis A. Filor and Sarah S. Filor 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, never, against all persons lawfully coming in.

This Grant is intended as a Mortgage to secure the payment of the sum of

Two Thousand 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 corpor attached thereto, and interest after maturity and default at the rate of ten per cent per annum until fully paid in cash or Sheriff's Deed to aforesaid 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

Lewis A. Filor [SEAL.]

Sarah S. Filor [SEAL.]

[SEAL.]

## STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 5<sup>th</sup> day of May A.D. 1907, before me

The undersigned a Notary Public in and for said County and State, come Lewis A. Filor and Sarah S. Filor, his wife

Z.B. 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

Dec 19 1905

J. M. Turner Notary Public.

Filed for Record the

5 day of May

A.D. 1905 at 9<sup>30</sup> o'clock A.M.

R. W. Brewster Register of Deeds  
 By Eve G. Dunshay Deputy.

Recorded May 10<sup>th</sup> 1907  
 R. W. Brewster  
 Register of Deeds  
 Eve G. Dunshay  
 Deputy.

Notary Public.

Register of Deeds.

Deputy.