

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Twenty fifth day of July in the year of our Lord, 1905, between Four Hundred and five, between Peter Hastic and Mary E. Hastic his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Wm. F. Sinclair of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Four Hundred and Ninety five (\$425) 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 part 2d 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 West One half of the South West Quarter of Section No. Twenty two (22) in Township No. Thirteen (13) South of Range No. Nineteen (19) East of the 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Peter Hastic and Mary E. Hastic do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 forever against all persons lawfully claiming same. This Grant is intended as a Mortgage to secure the payment of the sum of (\$425)

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 part 2d of the second part for five years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of ten per cent per annum, until fully paid in cash or by installments due 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 part 2d 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 part 2d making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

Peter Hastic [SEAL.]

Mary E. Hastic [SEAL.]

[SEAL.]

STATE OF KANSAS, } ss.
Douglas County

BE IT REMEMBERED, That on this 28th day of July A. D. 1905, before me

The Undersigned a Notary Public in and for said County and State, came Peter Hastic and Mary E. Hastic 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 27 1907.

Joseph E. Pizzo
Notary Public.

Filed for Record the 31st day of July A. D. 1905, at 9:40 o'clock A.M.

W. W. Armstrong Register of Deeds.
Deputy.

In consideration of full payment of No within mortgage I hereby release the same this 21st day of January 1909. Wm. F. Sinclair

Recorded Jan 27 1909
Floyd S. Lawrence
Reg of Deeds.