

MORTGAGE RECORD No. 43.

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

This Indenture, Made this Second day of October in the year of our Lord, 1905, between Trinidad Hundred & One, between Albert Knopf and Bertha Knopf, 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 parties of the first part, in consideration of the sum of Two Thousand 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:

Beginning at the North West corner of Section No. 22, in Township No. 12, South, of Range No. 20, East of the 6th P.M. thence South 88.05 rods, thence East 100 rods to East line of the North West quarter of Section No. 22, thence North 11.95 rods to quarter section corner, thence West 100 rods to place of beginning, containing 15.05 acres, Also, beginning at the South West corner of the North West quarter of Section No. 22, in Township No. 12, South, of Range No. 20, East, thence North 11.95 rods, thence East 100 rods, thence South 11.95 rods, thence West 100 rods to place of beginning, containing 24.05 acres, Also, beginning at point on the South line of the North West quarter of Section No. 22, in Township No. 12, South, of Range No. 20, East, 30.03 rods East of the South West corner of said quarter section, thence North 11.95 rods, thence East 10 rods, thence South 11.95 rods, thence West 10 rods to place of beginning, containing, 35.12 acres, Also, beginning in Douglas County, Kansas, that portion of the North East Quarter of Section No. 21 in Township No. 12, South, of Range No. 20, East, lying East of the right of way of the Lawrence Branch of the Union Pacific Railroad, containing 20.27 acres, and high parties hereby agree to maintain insurance for \$1000 on the land hereinafter described in said with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

Albert Knopf and Bertha Knopf 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 party his heirs and assigns forever against all persons lawfully claiming the same 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 bona fide maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of 10% per annum until fully paid in cash or by instalments as hereinafter provided. and some 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 two 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 surplus, 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

Albert Knopf [SEAL]
Bertha Knopf [SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 2nd day of October A. D. 1905, before me

the undersigned a Notary Public in and for said County and State, came Albert Knopf and Bertha Knopf his wife

to me personally known to be the same

persons 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. 10th 1905

J. M. Turner Notary Public.

Filed for Record the 3rd day of Oct A. D. 1905 at 2³⁰ o'clock P. M.

A. W. Armstrong Register of Deeds.
By Eric B. Armstrong Deputy.

(For Release See Bk. 44 - Pg. 408)
(For Assignment see Bk. 44 - Pg. 313)