

# MORTGAGE RECORD No. 43.

91

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

This Indenture, Made this 20th day of December in the year of our Lord, 1905, between Harry Sedgwick and Francis L. Sedgwick, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Wm. D. Sinclair of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Four Hundred (\$400) 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 Half of the South Half of the South West Quarter of the North East Quarter of Section No. Nineteen (19), in Township No. Twelve (12), South, of Range No. Twenty (20), East of the 6th P. M. Part of the first part hereby agree to maintain insurance of \$600. on the buildings now on or to be erected on said premises, for the benefit of said second part, his heirs 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 Harry Sedgwick and Francis L. Sedgwick 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 or assigns, against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars

according to the terms of the 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 to be evidenced by coupons attached thereto and interest after maturity to be paid at the rate of 10 per annum until fully paid in cash or by sheriff's deed to be deemed 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said party of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said party 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  
Lena Ulrich

Harry Sedgwick [SEAL.]  
Francis L. Sedgwick [SEAL.]

STATE OF KANSAS,  
County of Douglas } ss.

BE IT REMEMBERED, That on this 20th day of December A. D. 1905, before me

the undersigned a Notary Public in and for said County and State, came Harry Sedgwick and Francis L. Sedgwick 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 March 29, 1909

Joseph E. Riggs Notary Public.

Filed for Record the 20 day of December A. D. 1905, at 3:30 o'clock P. M.

AW Armstrong Register of Deeds.  
By E. C. Armstrong Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 26th day of September, 1906 Wm D Sinclair

All County of Douglas, Harry Sedgwick and Francis L. Sedgwick, his wife