

MORTGAGE RECORD No. 43.

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MORTGAGE Standard Form. Journal No. Primary, Mortgage and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Fourth day of December in the year of our Lord Thirteen hundred and Six, between John F. Badskey and Elizabeth Badskey, his wife, of Douglas in the County of Douglas and State of Kansas, of the first part, and

Wm T. Sinclair

of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Twelve Hundred (\$1200.00) 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 West Sixty-five (65) Acres of the North one half of the North West Quarter of Section No. Eight (8); Also, the North West Quarter of the North West Quarter of Section No. Seven (7);

all in Township No. Fourteen (14) South, of Range No. Eighteen (18) East of 2nd 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

John F. Badskey and Elizabeth Badskey 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, assigns forever, against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of Twelve Hundred 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 coupons attached thereto, and interest after maturity at 6% per annum until fully paid in cash or by check. 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, their heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

John F. Badskey [SEAL.]
Elizabeth Badskey [SEAL.]

STATE OF KANSAS,
County of Douglas } ss.

BE IT REMEMBERED, That on this 4th day of December A. D. 1906, before me

the undersigned a Notary Public in and for said County and State, came John F. Badskey and Elizabeth Badskey 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 29th 1909

Joseph E. Riggs Notary Public.

Filed for Record the 5 day of December A. D. 1906, at 2nd o'clock P. M.

W. Armstrong Register of Deeds.
By E. O. Armstrong Deputy.

(For Release See Book 18 Page 398)

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