

MORTGAGE RECORD No. 43.

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

This Indenture, Made this 11th day of May in the year of our Lord, 1907, 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. T. Sinclair of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One Hundred (\$100.) 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. 17, in Township No. 12, South, of Range No. 20, East of the 1st 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 Harry Sedgwick & Francis L. Sedgwick 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 save and except a mortgage of \$400. given to Wm. T. Sinclair, dated December 1st 1905, & recorded in Book "20" of Mortgage in the office of the Register of Deeds of Douglas County, Kansas. This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred Dollars

according to the terms of one certain mortgage note this day executed by and delivered by the said parties of the first part to the said party of the second part due in one year from date, with interest there on as evidenced by coupons attached thereto.

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 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

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

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 9th day of May A. D. 1907, 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 27th 1907

Joseph E. Riggs Notary Public.

Filed for Record the 10 day of May A. D. 1907, at 10⁴⁰ o'clock A. M.

Alfred Armstrong Register of Deeds.
By Eric C. Armstrong Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 26th day of September 1907 Wm. T. Sinclair

Witness, Alvin Armstrong, Reg. of Deeds, by Eric C. Armstrong, Dep.