

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Fifth day of January in the year of our Lord one thousand and nine hundred and nine, between Robert L. Rinker (single) of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. C. Silvis of the second part:

Witnesseth, That the said part 4 of the first part, in consideration of the sum of Eleven Hundred and 00/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said part 4 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 a point 20 rods N. of the S.E. corner of the W¹/₂ of the N.W¹/₂ of Sec. One, Twp. Twelve, Range Nineteen; Thence N. to the N.E. Corner of said 80 Acres; Thence West to the N.W. corner of said 80 Acres; Thence S. to a point 18 rods N. of the Right of Way of the U.P. Railway Co; Thence S.E. to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said Robert L. Rinker (single) does hereby covenant and agree that at the delivery hereof he is 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

This Grant is intended as a Mortgage to secure the payment of the sum of Eleven Hundred dollars according to the terms of one certain note this day executed and delivered by the said Robert L. Rinker to the said part 4 of the second part

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 4 of the second part, 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 4 making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said part 4 of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Robert L. Rinker [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 10th day of Jan. A. D. 1909, before me,

Chas. F. Brooks a Notary Public in and for said County and State, came

Robert L. Rinker single

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 June 4 - 1910

Chas. F. Brooks Notary Public.

Filed for Record the 21st day of Jan. A. D. 1909, at 10²⁰ o'clock A. M.

J. Lloyd Lawrence Register of Deeds.
Deputy.

For Release see Book 48 Page 508
For assignment see Book 48 Page 187
For assignment see Book 47 Page 576