

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 27th day of January in the year of our Lord one thousand nine hundred and nine, between James T. Tyner and Grace D. Tyner, his wife of William Springs in the County of Douglas and State of Kansas, of the first part, and Wm. J. Sinclair of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Two Thousand (\$2000.) 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 East Quarter of Section No. Fourteen (14), in Township No. Fifteen (15), South, of Range No. Twelve (12), East of the 6th P.M.,

Parties of the first part, hereby agree to maintain insurance of \$2000. on the buildings now on, or to be erected on said premises, during the existence of this loan, for the benefit of said second party his heirs or assigns.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James T. Tyner & Grace D. Tyner, his wife 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 & defend the same in the event of forcible 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 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 immediately with interest thereon as evidenced by coupons attached thereto and interest after maturity or default at the rate of 10% per annum until fully paid

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 of 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 has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Leona Ueck

James T. Tyner
Grace D. Tyner

[SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 28th day of January A. D. 1909, before me,

the undersigned a Notary Public in and for said County and State, came James T. Tyner and Grace D. Tyner, 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 28th day of Jan A. D. 1909, at 1 o'clock P. M.

Floyd A. Lawrence Register of Deeds.
Deputy.

(For return see Book 57 Page 379)
(For return see Book 47 Page 148)