

# MORTGAGE RECORD No. 45.

417

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

This Indenture, Made this Fourteenth of December in the year of our Lord Nineteen  
hundred and nine, between C. W. Sehon and Winnie Sehon, his wife,  
of \_\_\_\_\_ 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 parties of the first part, in consideration of the sum of  
Six Hundred (\$600.) 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:

Beginning at the South East corner of the North East quarter of Section No. 3, in Township no.  
12, South, of Range No. 18, East of the 6th P.M. thence running West 824 feet, thence North  
320 feet to center of County Road as now laid out, thence East along center of said Road to  
Section line, thence South along Section line to place of beginning; Also the North 5 acres  
of the East 50 acres of the South East quarter of Section No. 3, in township No. 12, of Range  
No. 18; Also beginning at the South East corner of the North east quarter of Section No. 3,  
in Township No. 12, of Range No. 18, thence North to South line of the County Road, thence  
East along the South line of said Road 350 feet, thence South along the line of said road 40  
feet, thence East 791 feet, thence South 333 feet, thence West 1141 feet to place of beginning  
Also beginning at the North West corner of the South West quarter of Section No. 2, in Town-  
ship No. 12, of Range No. 18, thence South 18 rods, 9 feet; thence East 60 rods; thence North  
18 rods, 9 feet, thence West 60 rods to beginning, containing 7 acres, more or less.  
Insurance of \$600. on the buildings on said premises to be maintained for benefit of 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  
C. W. Sehon and Winnie Sehon do hereby covenant and agree that  
at the delivery hereof they are the lawful owner <sup>s</sup> 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  
quiet and peaceable possession of the said party of the second part, his heirs and assigns  
forever, against all persons lawfully claiming the same.

This Grant is intended as a Mortgage to secure the payment of the sum of

Six Hundred Dollars

according to the terms of one certain Mortgage note this day executed  
and delivered by the said parties of the first part  
due in five years from date, with interest from date to maturity as evidenced by coupons at-  
tached thereto, and interest after maturity or default at the rate of 10% per annum until  
fully paid in cash or by sheriff's Deed to above described 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  
overplus, if any there be, shall be paid by the part making such sale, on demand, to said parties of the first part, their  
heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand <sup>s</sup> and seal <sup>s</sup> the day and year first above  
written.

Signed, Sealed and Delivered in presence of

C. W. Sehon [SEAL]

Mrs C W Sehon [SEAL]

Mrs Winnie Sehon [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 14th day of December A. D. 1909, before me,  
the undersigned a Notary Public in and for said County and State, came  
C. W. Sehon and Winnie Sehon, his wife



to me personally known to be the same  
person <sup>s</sup> 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 30 1913

Joseph E. Riggs Notary Public.

Filed for Record the 15th day of December A. D. 1909, at 9<sup>15</sup> o'clock A. M.

Lloyd L. Lawrence Register of Deeds.  
Deputy.

For release see Book 51, Page 553