

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this First day of July in the year of our Lord nineteen  
hundred and ten, between Samuel A. Riggs and Kate D. C. Riggs  
his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
William L. Sinclair of the second part:

Witnesseth, That the said part one of the first part, in consideration of the sum of  
Three Thousand (\$3000.) 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 part of 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 on the North line of the North east Quarter of Section No. Six (6) in Township  
No Thirteen (13), South, of Range No. Twenty (20), east of the 6th P.M., Sixty (60) rods  
East of the West line of said quarter section; thence South Forty-two (42) rods; thence  
East Twenty-two rods; thence North Forty-two (42) rods; thence West Twenty-two (22) rods  
to the place of beginning, containing in all Five and 77/100 Acres, more or less, and  
being the homestead of said first parties, who agree to maintain insurance of \$3000. on  
the buildings now on or to be erected on said premises, for the benefit of said second  
party, his heirs or assigns, during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said part one of the first part therein. And the said  
Samuel A. Riggs and Kate D. C. Riggs 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 that they will warrant & defend the same in the quiet &  
peaceable possession of said second party, his heirs or assigns forever against all persons  
lawfully claiming the same This Grant is intended as a Mortgage to secure the payment of the sum of  
Three 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 part of of the second part  
due in Three years from date, with interest from date to maturity  
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 part of 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 of making such sale, on demand, to said parties of the first part then  
heirs and assigns.

IN WITNESS WHEREOF, The said part one 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

Sam'l A. Riggs [SEAL]  
Kate D. C. Riggs [SEAL]  
[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 15th day of July A. D. 1910, before me,



the undersigned a Notary Public in and for said County and State, came  
Samuel A. Riggs and Kate D. C. Riggs, 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 30 1913 Joseph E. Riggs Notary Public.

Filed for Record the 19th day of July A. D. 1910, at 7<sup>55</sup> o'clock A M.  
Howard L. Lawrence Register of Deeds.  
[SEAL] Deputy.

The notes herein described having been paid in full, this mortgage is hereby released and the  
has thereby created discharged. As witness my hand this 22nd day of August, A. D. 1911.  
William L. Sinclair

Recorded June 2nd 1911  
Howard L. Lawrence  
Register of Deeds

The following is endorsement on the original instrument:  
All notes herein secured by this mortgage have been paid in full, this  
mortgage is hereby released and the lien thereby created discharged.  
Recorded Oct 13 1910  
Howard L. Lawrence  
Register of Deeds