

MORTGAGE RECORD—59.

Reg. No. 2308

For Paid 5.00

This Indenture, Made this 12th day of January in the year of our Lord one thousand nine hundred twenty-seven, between Rosal Sinclair & Evelyn P. Sinclair husband & wife of Richland in the County of Douglas and State of Kansas, of the first part, and W. W. Sinclair & Georgiea B. Sinclair of the second part:

Witnesseth, That the said part 1/2 of the first part, in consideration of the sum of Two Thousand and no 100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do sell, grant, bargain, sell and mortgage to the said part 1/2 of the second part, their 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 West Half of the north west quarter of Section Eleven (11) Township Fourteen (14) Range seventeen (17) East of the 6th P.M.

And the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Ross, Sinclair & Evelyn R. Sinclair do es hereby covenant and agree that at the delivery hereof ^{the said} the owner of the premises above granted and seized of a good and lawful fee-simple estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand & no/100s - DOLLARS, according to the terms of a certain promissory note, this day executed by said

to the said part two of the second part; said note being given for the sum of \$Ten Thousand and no 1000 DOLLARS,
dated Jan. 12th 1927., due and payable in five years. year from date thereof,
with interest thereon from the date thereof until paid according to the terms of said note and
~~Dollars~~ thereto attached. And this conveyance shall be void if such payment be made as in said note and ~~conveys~~ thereto attached, and as hereinafter specified. And the said part two of the first part hereby agree _____ to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of \$Twenty five Hundred DOLLARS, and to cause to be paid by the said mortgagee, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part two of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part two of the second part, and all sums paid by the part two of the second part for insurance, shall be due and payable or not, at the option of the part one of the second part; and it shall be lawful for the part two of the second part, ~~their~~ executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted; or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part one of the second part, ~~there~~ their executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part two making such sale, on demand, to the said first parties heirs and assigns.
In Testimony Whereof, The said part two of the first part have _____ hereto set their hand and seal _____ the day and year last above written.

STATE OF KANSAS.

Osage County, } 33

Be it Remembered, That on this 12th day of January, A. D. 1927, before me,
C. J. Cordto, a Notary Public in and for said County and State, came
Wass Sinclair Husband of Evelyn P. Sinclair

to me personally known to be the same person, who executed the foregoing instrument of writing, 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 Feb 2nd - 1929 b. j. Cordis Notary Public

This instrument was filed for record on the 17th day of January, A. D. 1927, at 1:30 o'clock P.M.

State of Kansas. } ss.
Pratt County

Best remembered, that on this 15th day of January A.D. 1927 before me Clemma Swank a Notary Public in and for said County and State, came Evelyn P. Sinclair Wife of Ross Sinclair to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged its execution & in presence of Witnesses Whereof, I have hereunto subscribed my name & affixed my official seal on the day & year last above written. Clemma Swank.
My Commission expires June 20, 1930. J.D. Notary Public.

The following is attached to the original instrument.
\$2000 - Embroast June 22, 1937.
Some years ago, we or either of us promise to pay to the order of W. W. Sinclair or Emma B. Sinclair as The National Bank of Asheville, Knoxville, Tennessee, \$1000 - Dollars at 6% per cent. per annum from date of making of this instrument at 6% per cent. per annum from date of making of this instrument.
Multiple check of at any interest - paying date!
Below B Sinclair
Received Jan 9 1938
W. W. Sinclair
Emma B. Sinclair