

MORTGAGE RECORD No. 42.

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MORTGAGE Standard Form. JOURNAL CO. PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this fourth day of July in the year of our Lord, twelve hundred and two between Margaret H. Lyons, a widow, of City of Lawrence in the County of Douglas and State of Kansas, of the first part, and William C. Sinclair, of the same place, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand Dollars, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents doth 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:

Lot No. One hundred and thirty-three (133) on Rhode Island Street, in the City of Lawrence.

The said party of the first part agree to maintain insurance to the amount of \$1200. on the buildings now on or to be erected on said lot during the existence of this mortgage for the benefit of the party of the second part, his heirs or assigns.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Margaret H. Lyons doth hereby covenant and agree that at the delivery hereof she 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 and that she will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs or assigns forever against all persons lawfully claiming. This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said party of the first part to the said part of of the second part due in five years from date, with interest from date to maturity as evidenced by coupon attached thereto, and interest after maturity or default at the rate of ten per cent. per annum until fully paid in cash or by Sheriff's Deed to above described property. But if default be made in such payment, of 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 party making such sale, on demand, to said parties of the first part, her heirs and assigns.

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

Signed, Sealed and Delivered in Presence of Margaret H. Lyons [SEAL] [SEAL] [SEAL] (seal)

STATE OF KANSAS, County of Douglas }
BE IT REMEMBERED, That on this 4th day of July A. D. 1902, before me James Brooks a Notary Public in and for said County and State, came Margaret H. Lyons, a widow,

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 November 5, 1905 James Brooks Notary Public.

Filed for Record the 6th day of Sept. A. D. 1902 at 11⁴⁵ o'clock A. M. L. B. Schmans Register of Deeds. By Lillie B. Schmans, Deputy.

(For assignment see Book 51, Page 54)

In consideration of full payment of the within mortgage I hereby release the same this 4th day of July 1902

Alfred C. Lawrence Dep. Reg. of Deeds