

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO. Printers, Binders and Blank Book Makers, LAWRENCE, KAN.

This Indenture, Made this Tenth day of January in the year of our Lord, Nineteen  
hundred and thirty, between Mary E. Mercer an unmarried woman  
of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and Wm. S. Sinclair of the same  
place of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of  
Five Hundred and Fifty (\$50) 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 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:

Sole Nos One Hundred Sixty-eight (168), One Hundred and  
Seventy (170) and One Hundred and Seventy-two (172) on New  
Hampshire Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of  
the first part 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  
future and peaceable possession of the second party 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  
Five Hundred and Fifty 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 party of the second part  
due in five years from date with interest from date to maturity as evidenced by coupon  
attach thereto, and interest after maturity or default at the rate of ten per cent per  
annum until fully paid in cash or by Sheriff deed to the 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 party of making such sale, on demand, to said party of the first part her  
heirs and assigns.

IN WITNESS WHEREOF, The said party 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

Mary E. Mercer [SEAL]  
[SEAL]  
[SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 10<sup>th</sup> day of January A. D. 1903, before me  
Joseph E. Riggs a Notary Public in and for said County and State, came  
Mary E. Mercer an unmarried woman  
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 Feb 27 1904

Joseph E. Riggs Notary Public.

Filed for Record the 13<sup>th</sup> day of January A. D. 1903, at 11<sup>00</sup> o'clock A. M.

Allan Armstrong Register of Deeds.  
By J. L. Looman Deputy.

(For Assignment see Book 51, Page 568)

Recorded in Book 51, Page 568