

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Journal Co., Printers, Binders and Blank Book Makers, Lawrence, Kas.

This Indenture, Made this thirteenth day of April in the year of our Lord, Nineteen
hundred and Three, between O. W. Murphy and Carrie B. Murphy, his wife
 of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
William J. Sinclair, of the same place of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Six Hundred and Fifty (\$650) 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: Lot No. Nine (9) in Block No. Eight (8) of Second Place
an addition to the City of Lawrence
Part of the first part agree to maintain insurance on the buildings
now or to be erected on said premises, for the benefit of the second party
his heirs or assigns during the existence of this lien to the amount of \$800.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
O. W. Murphy and Carrie B. Murphy do hereby covenant and agree that
 at the delivery hereof they are the lawful owners 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 the
 quiet and peaceable possession of the party of the second part, his heirs and assigns
 forever, against all persons lawfully claiming same. This Grant is intended as a Mortgage to secure the payment of the sum of
\$650

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 party of the second part
the said party of the second part with interest from date to maturity as evidenced by coupons attached
to the note and interest to be paid monthly or default at the rate of ten per cent per annum, until fully paid in
cash, or by Sheriff's 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 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 and seal the day and year first above
 written.

Signed, Sealed and Delivered in Presence of

(SEAL.)

O. W. Murphy (SEAL.)Carrie B. Murphy (SEAL.)

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 16th day of April A. D. 1903, before me
the undersigned a Notary Public in and for said County and State, came
O. W. Murphy and Carrie B. Murphy, 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 Nov 5 1905James Brooks Notary Public.Filed for Record the 16 day of April A. D. 1903, at 2²⁵ o'clock P. M.W. Armstrong Register of Deeds.By J. C. Loman Deputy.

(For Release see Vol. 24 Pg. 212)
 (For Assignment see Book 29 Page 50)

In consideration of full pay-
 ment of the within mortgage