

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Sixteenth day of April in the year of our Lord, Nineteen
hundred and Three, between L. J. Smith and Maggie Smith his wife
of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Wm. 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
One Hundred and Ninety (\$190.) 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. Thirteen (13), in Block No. Ten (10), in same
Place, an Addition to the City of Lawrence,
Parties of the first part hereby agree to maintain insurance on the building
now on, or to be erected on, said premises, to the amount of \$500., for the benefit
of the party of the second part, his heirs or assigns, during the existence of this
lien.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
L. J. Smith and Maggie Smith 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 inalienable
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 second party, his heirs or assigns, against all
persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of
(\$190.)

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
during five years from date, with interest from date to maturity, secured by mortgage
attached thereto, and in case of default, the rate of ten percent per annum until
fully paid in cash by Sheriff, due to 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

L. J. Smith [SEAL]
Maggie Smith [SEAL]
[SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 16th day of April A. D. 1902, before me
the undersigned a Notary Public in and for said County and State, came
L. J. Smith and Maggie Smith his wife

to me personally known to be the same
persons 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 15 1902 James Brooke Notary Public.

Filed for Record the 16th day of April A. D. 1902, at 2³⁰ o'clock P. M.
A. W. Armstrong Register of Deeds.
By J. L. Bowman Deputy.

In consideration of full pay-
ment of the within mortgage
I hereby release the same this
16th day of August 1902
Wm. J. Sinclair

Witness: John J. Armstrong, County of Douglas,
By J. L. Bowman, Deputy.