

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOCHMAL CO. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 24<sup>th</sup> day of April in the year of our Lord, Nineteen  
hundred and three, between Joseph A. James and H. P. James his wife  
 of Pueblo in the County of  
Pueblo and State of Kansas, of the first part, and Wm. J. Sinclair of Lawrence  
Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Four Hundred 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: The North One hundred (100) feet of the South  
four fifths of the East half of the South East quarter of Block No. Nine (9)  
in that part of the City of Lawrence known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
Parties of the first part 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 defend and hold the same in the quiet and peace-  
able possession of said second party, his heirs or assigns forever against all persons  
lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of  
Four Hundred Dollars

according to the terms of a certain mortgage note this day executed  
 and delivered by the said Parties of the first part to the said party of the second part  
due in 5 years from date hereof with interest as provided by certain  
coupons attached to said note.

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 hands and seals the day and year first above  
 written.

Signed, Sealed and Delivered in Presence of

Joe. A. James [SEAL.]  
H. P. James [SEAL.]  
 [SEAL.]

Colorado  
 STATE OF KANSAS,  
County of Pueblo } ss.

BE IT REMEMBERED, That on this 24<sup>th</sup> day of April A. D. 1923, before me  
Byron J. Parker a Notary Public in and for said County and State, came  
Joseph A. James and H. A. James 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 January 9<sup>th</sup> 1926. Byron J. Parker Notary Public.

Filed for Record the 29<sup>th</sup> day of April A. D. 1923, at 2<sup>00</sup> o'clock P. M.  
W. H. Armstrong Register of Deeds.  
By J. C. Lowman Deputy.

(For Assignment see Book 51 Page 458)  
 (For Release see Book 54, Page 257)

City of Lawrence is enclosed for the assignment of this mortgage to Henry Sinclair, and the Sinclair family. The note became due and payable on the 24th day of April, 1923.