

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Second day of May in the year of our Lord, Nineteen
hundred and three, between Bert Kimbrough and Alice Kimbrough
his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
William S. Sinclair of the same place of the second part:
 Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Eighty-five (\$85.) 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 part 2d 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 number Four (4) on Vermont Street, in the
City of Lawrence, being the homestead of the said parties of the first part.
Subject to a prior mortgage of \$150. to Wm. J. Sinclair, dated May 2, 1903.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
Bert Kimbrough and Alice Kimbrough do hereby covenant and agree that
 at the delivery hereof they are 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 except as above stated, and that they will warrant and
defend the same in the quiet and peaceable possession of the second party, 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
Eighty-five Dollars

according to the terms of one certain mortgage note of this day executed
 and delivered by the said parties of the first part to the said part 2d of the second part
due in one year, and interest from date to maturity as evidenced by coupon attached thereto,
and into not after maturity or default, at the rate of ten percent per annum, until fully paid
in cash or by Sheriff's deed 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 part 2d 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 part 2d making such sale, on demand, to said parties of the first part, their
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seal of the day and year first above
 written.

Signed, Sealed and Delivered in Presence of

Bert Kimbrough [SEAL]

Alice Kimbrough [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 27th day of May A. D. 1903, before me
the undersigned a Notary Public in and for said County and State, came
Bert Kimbrough and Alice Kimbrough, 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 Feb. 27th 1904.

Joseph E. Riggs Notary Public.

Filed for Record the 27 day of May A. D. 1903, at 10 o'clock A. M.

W. Armstrong Register of Deeds.

By J. B. Lowman Deputy.

For Release See Book 44 Page 11

The following is enclosed on the original instrument