

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 15th day of September in the year of our Lord, Nineteen
hundred and Three, between James Brooke and Mahala Brooke his
wife of Laurance 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 parties of the first part, in consideration of the sum of
Eight Hundred & 800. 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 of the second part her 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. Ninety-nine (99) and One Hundred
and One (101), both on Ohio Street, in the city of Laurance, being the home
stead of said parties of the first part, who agree to maintain insurance
for the sum of \$800. on the buildings now on or to be erected on said
premises, for the benefit of the said second party, or assigns, during
the existence of this lien.

In consideration of full pay-
ment of the within mortgage
I hereby release the same this
17th day of September, 1908.
Wm S Sinclair

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said
James Brooke and Mahala Brooke 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 said party of the second, 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
Eight Hundred Dollars

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 part of the second part
due in ten years from date, with interest from date to maturity as evidenced by coupons attached
thereto, and entered into with maturity or default at the rate of ten per cent per annum, until fully paid
in cash or by the sheriff of said county, according to the terms of 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 part of the second part her 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 seal'd the day and year first above
written.
Signed, Sealed and Delivered in Presence of
James Brooke [SEAL-]
Mahala Brooke [SEAL-]
[SEAL-]

Rec. Oct. 15 - 1908.
All Armstrong Reg. of Deeds.
By Edw. S. Armstrong Dep.

STATE OF KANSAS, } ss.
County of Douglas

BE IT REMEMBERED, That on this 15 day of September A. D. 1908, before me
the undersigned Notary Public in, and for said County and State, came
James Brooke and Mahala Brooke, 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 Oct 20 1908 James O. Holloway [Notary Public]

Filed for Record the 10 day of September A. D. 1908, at 2:57 o'clock P.M.
All Armstrong Register of Deeds.
By J. L. Lowman Deputy.

In consideration of full pay-
ment of the within mortgage
I hereby release the same this
17th day of September, 1908.
Wm S Sinclair