

MORTGAGE RECORD No. 42.

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

This Indenture, Made this twenty eighth day of July in the year of our Lord, Nineteen
hundred and Three, between Florence A. Fitch and John M. Fitch
her husband 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
Five Hundred (\$500.) 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 number One Hundred and Fifty-
two (152) on Ohio Street, in the City of Lawrence.
 It is hereby understood and agreed that the said parties of
 the first part shall maintain insurance to the amount of \$600.
 for the benefit of the party of the second part, or assigns, during
 the existence of this lien, on the buildings on or to be erected
 on said premises

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
Florence A. Fitch and John M. Fitch 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 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
Five 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 party of the second part
due in five years from date with interest from date to maturity as evidenced by
coupons attached thereto, and interest after maturity or default at the rate of ten per cent per
annum, until fully paid in cash or by the note being sold to a third party.
 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 seals the day and year first above
 written.

Signed, Sealed and Delivered in Presence of

Florence A. Fitch [SEAL]
John M. Fitch [SEAL]
 [SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 30th day of July A. D. 1903, before me

the undersigned a Notary Public in and for said County and State, came
Florence A. Fitch, wife of John M. Fitch

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 March 29 1904

Joseph E. Riggs Notary Public.

State of Kansas, County of Douglas, ss. Be it Remembered, that on this 30th day of August A.D. 1903 before
 me, the undersigned, Notary Public in and for said County and State, came Florence A. Fitch, wife of John M. Fitch
known to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.
on the day and year last above written.
 In witness whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.
Notary Public

Recorded August 8th A.D. 1903 at 10:50 o'clock A.M.

By J. C. Looman Deputy.

Att. Amstutz
Register of Deeds

In consideration of full pay-
 ment of the within mortgage
 I hereby release the same this
31st day of July, 1903
Wm. Sinclair

Rec. July 31-1903.
 Atty. Amstutz, Reg. of Deeds.
 By John E. Amstutz Reg.