

MORTGAGE RECORD No. 42.

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This Indenture, Made this Twenty-fifth day of July in the year of our Lord, one thousand and one, between M. B. Pryor and Margaret Pryor, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Wm. J. Sinclair of the second part:

Witnesseth, That the said part 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 part 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:

Lots Nos. One (1) and Two (2), on the west side of Main Street, in Block No. Twenty-two (22) of Sinclair's Addition to the City of Lawrence,

Parties of the first part hereby agree to maintain insurance for \$500. on the buildings now here to be erected on said premises, for the benefit of said second party, or assigns, during the existence of this lease.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said M. B. Pryor and Margaret Pryor 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 lawful possession of the said second party, his heirs and assigns, against all persons lawfully claiming the 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 part of the second part due in three years from date, with interest from date to maturity as evidenced by coupon attached thereto, and interest after maturity & default at the rate of ten per cent per annum until fully paid in cash or by installments to be hereinafter 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 party, 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 part 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

M. B. Pryor [SEAL]
Margaret Pryor [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 31 day of July A. D. 1901, before me

the undersigned a Notary Public in and for said County and State, came Margaret Pryor, wife of M. B. Pryor

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 April 11 1902 S. A. Wood Notary Public.

State of Kansas County of Douglas: ss. Be it Remembered, That on this 20 day of July A.D. 1901, before me, the undersigned, a Notary Public in and for said County and State, came M. B. Pryor, husband of Margaret Pryor and 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 July 25, 1902. Filed for record the 13 day of Aug. A.D. 1901 at 4:22 P.M. S. A. Wood, Notary Public. S. A. Wood, Register of Deeds. S. A. Wood, Recorder of Deeds.