

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Thirtieth day of September, in the year of our Lord, Thirteen Hundred and Four 1904, between Margaret A. Gibson, (widow) of Douglas in the County of Douglas and State of Kansas, of the first part, and William T. Sinclair of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Five Hundred (\$500) Dollars, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said party 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. One Hundred and Twenty-one (31) and One Hundred and Twenty-three (33), both in Township 22 North, Range 23 East, in the City of Lawrence, except the South 25 ft. of said Lot No. 33.

Party of the first part hereby agrees to maintain insurance for \$500.00 on the building now on, or to be erected on said premises, for the benefit of the said party of the second part during the existence of this lease.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Margaret A. Gibson do hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises, above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances, and that she will warrant and defend the same in the quiet and peaceable possession of the said second party, his heirs and assigns forever, against all persons 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 an certain mortgage, made this day executed and delivered, by the said party of the first part to the said party of the second part due in three years from date, with interest from date to maturity as evidenced by coupon attached hereto, and interest after maturity until paid at the rate of 10% per annum until fully paid in cash or by Sheriff's sale to place said premises.

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 party of the first part her heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of Margaret A. Gibson [SEAL] [SEAL] [SEAL]

STATE OF KANSAS, County of Douglas BE IT REMEMBERED, That on this 30th day of September A. D. 1904, before me the undersigned a Notary Public in and for said County and State, came Margaret A. Gibson, a widow.

30 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 Nov 30 1905 Joseph D. Riggs Notary Public.

Filed for Record the 30th day of September A. D. 1904 at 3:30 o'clock P.M. A. W. Armstrong, Register of Deeds. By Ethel E. Armstrong, Deputy.

The following is enclosed for the original instrument. The note, which is given, is being filed in full. This mortgage is hereby released and the title is being released. Registered at the office of the Register of Deeds, Douglas County, Kansas, on September 30, 1904. (See Register of Deeds, Volume 33, Page 323)

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Register of Deeds.
Deputy.