

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO. Printers, Binders and Blank Book Makers, Lawrence, Kas.

This Indenture, Made this second day of January in the year of our Lord, thirteen hundred and four, between Frank D. Brooks, an unmarried man of Linn in the County of Douglas and State of Kansas, of the first part, and Wm. E. Sinclair of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One Thousand (\$1000.) Dollars, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do he 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:

The following land in the south west quarter of Section No 32, in township No 12 south of Range No. 20 of the 6th P.M. to wit: Commencing at a point in said quarter Section No feet East of where the south line of the West in the City of Lawrence, if projected East would cross the west line of said quarter Section running thence south on a line parallel to said west line 200 feet thence east 580 feet thence North 200 feet thence west 580 feet to place of Beginning containing 2 1/2 acres more or less. Said party of the first part hereby agrees to maintain insurance of \$1200 on the buildings now on or to be erected on said premises for the benefit of said second party or assigns during the existence of this loan

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Frank D. Brooks do hereby covenant and agree that at the delivery hereof he is 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 and that he will warrant and defend to have in the quiet and peaceable possession of said second party 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 One thousand Dollars according to the terms of One certain Mortgage Note this day executed and delivered by the said party of the first part to the said party of the second part as in full payment for said debt and interest from date to maturity as indicated by coupons attached hereto, and interest after maturity or default at rate of 10% per annum until fully paid in cash or by disbursement 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 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 his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of Frank D. Brooks [SEAL-]
[SEAL-]
[SEAL-]

STATE OF KANSAS, } ss.
County of Douglas.
BE IT REMEMBERED, That on this 14th day of January A. D. 1904, before me the Undersigned a Notary Public in and for said County and State, came Frank D. Brooks, Single

W. E. Sinclair 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 29th 1912 Joseph B. Riggs Notary Public.

Filed for Record the 16th day of January A. D. 1904, at 10⁵⁵ o'clock A. M. Wm. E. Sinclair Register of Deeds.
Deputy.

Original of this Book 41 Page 243