

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this Fifth day of April in the year of our Lord, thirteen hundred  
and five, between E. D. Willey, and Laura M. Willey his wife  
Douglas of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and Wm. T. Sinclair

of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum ofThree hundred and twenty five (\$325)

Dollars,

to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage  
 to the said part 2d 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 No. Seven (7), in South-view in the City of Lawrence, parties of the  
first part hereby agree to maintain insurance of \$300, on the buildings now on or  
to be erected on said premises, for the benefit of said party of the second  
part, his heirs or assigns during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said E. D. Willey  
and Laura M. Willey do hereby covenant and agree that  
 at the delivery hereof they are 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 they will warrant and defend  
the same 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  
\$325.

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 2d of the second part  
and given for and purchase money due in five years from date with interest from date maturity  
as evidenced by Coupons attached thereto, and without promissory note, for default at the rate of ten per  
cent annuum until this is cash or by sheriff sold to above 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 part 2d 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 part 2d making such sale, on demand, to said parties of the first part, their  
 heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has set their hand and seal of the day and year first above  
 written.

Signed, Sealed and Delivered in Presence of

E. D. Willey

(SEAL)

Laura M. Willey

(SEAL)

(SEAL)

## STATE OF KANSAS,

Douglas CountyBE IT REMEMBERED, That on this 5th day of April A. D. 1905, before meThe undersigned

a Notary Public in and for said County and State, came

E. D. Willey, and Laura M. Willey 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 March 29 1902Joseph B. Riggs

Notary Public.

Filed for Record the 6th day of April A. D. 1905, at 10<sup>30</sup> o'clock P. M.W. W. Armstrong

Register of Deeds.

Deputy.

*The following is enclosed on the original instrument.  
 The mortgage being duly filed, the same has been filed in the mortgage  
 to 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  
 \$325.*

Recorded Dec 29 1906.  
 W. W. Armstrong.

Register of Deeds.