

MORTGAGE RECORD No. 42.

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

This Indenture, Made this First day of June in the year of our Lord, 1905,
hundred and five, between John R. Briggs and Mary R. Briggs,
his wife 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 parties of the first part, in consideration of the sum of
Two Thousand (\$2000) 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:

The South Forty (40) feet of Lot No One hundred and Twenty
five (125) and the North Ten (10) feet of Lot No One hundred and Twenty
seven (127), on Tennessee Street, being described as follows: Commencing
on the West side of Tennessee Street, at a point Ten (10) feet South
of the North East Corner of Lot No. 125 aforesaid, thence running
South Fifty (50) feet, thence West One hundred and Seventeen (117)
feet, thence North Fifty (50) feet, thence East One hundred and
Seventeen (117) feet, to place of beginning of Tennessee Street, in the City
of Lawrence, Kansas. Parties of the first part hereby agree to maintain insurance of \$1000, on the building,
now on or to be erected on said premises, for the benefit of said second party, his heirs
or assigns, during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
John R. Briggs and Mary R. Briggs 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 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
Two Thousand 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
being for purchase money, due in five years from date, with interest from date to maturity
as evidenced by a promissory note, and interest after maturity or default of the rate
of 10% per annum until fully paid in cash, or by 3 months deed to above 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 parties of the first part, their
heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

John R. Briggs (SEAL.)
Mary R. Briggs (SEAL.)
(SEAL.)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 3rd day of June A. D. 1905, before me
the undersigned a Notary Public in and for said County and State, came
John R. Briggs and Mary R. Briggs, his wife
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 Jan 25th 1908. C. M. Meantor Notary Public.

Filed for Record the 3rd day of June A. D. 1905, at 4⁴⁰ o'clock P. M.
W. L. Armstrong Register of Deeds.
Deputy.

(Balance Sec. 18th, 44- (P. 614)
for Assignment Sec. 18th, 44- (P. 413)