

MORTGAGE Standard Form. Journal No. 1. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 25th day of August in the year of our Lord, nineteen hundred & five, between H.M. Noland & Rebecca S. Noland, 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 part 1st of the first part, in consideration of the sum of One hundred (\$100) 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 2^d 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 Nos. seventy-four (74) and seventy-six (76), in Block number fifty-five (55), in that part of the City of Lawrence known as west Lawrence, said property being the homestead of said parties of the first part. Parties of the first part hereby agree to maintain insurance of \$200 on the buildings now on or to be erected on said property, for the benefit of said second party, his heirs and 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 H.M. Noland and Rebecca S. Noland 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 & defend the same in the quiet & 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 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 2^d of the second part due in five years from date with interest from date to maturity as evidenced by coupon attached thereto, and interest after maturity or default at the rate of ten percent per annum until fully paid or cash or by Sheriff's deed 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 part 2^d 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 2^d 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 have hereunto set their hand and seal of the day and year first above written.

Signed, Sealed and Delivered in Presence of

H.M. Noland [SEAL.]

R.S. Noland [SEAL.]

STATE OF KANSAS, } ss.
County of Douglas

BE IT REMEMBERED, That on this 30th day of August A. D. 1905, before me

the undersigned a Notary Public in and for said County and State, came H.M. Noland and Rebecca S. Noland, 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 1909

Joseph E. Biggs Notary Public.

Filed for Record the 31st day of August A. D. 1905, at 2nd o'clock P.M.
C. W. Armstrong Register of Deeds.

Deputy.

In consideration of full payment of the mortgage I hereby release the same this 28th day of June 1909.

Attest
Flora L. Lawrence
Register of Deeds