

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form, Journal Co., Printers, Under and Over Book Makers, LaSalle, Ill.

This Indenture, Made this Twenty-third day of November in the year of our Lord, Nineteen
hundred and five, between Oliver P. Barber and Fannie B. Barber
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 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:

Lots Nos One hundred and Thirty (130) and One hundred and Thirty
Two (132), on Tennessee Street in the City of Lawrence.

Said parties of the first part hereby agree to maintain insurance of
\$2000, on the buildings now on or to be erected on said premises
for the benefit of said parties 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 ies of the first part therein. And the said Oliver P. Barber and Fannie B. Barber 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 by the parties of the first part
and delivered by the said parties of the first part to the said party of the second part
due in five years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity, or default at the rate of 10 per annum until fully paid
in cash or by Sheriff's deed to the 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 parties of the first part, their
heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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
Ferry B. Barber

Oliver P. Barber [SEAL]
Fannie B. Barber [SEAL]
[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 29th day of November A. D. 1905, before me
the undersigned a Notary Public in and for said County and State, came
Oliver P. Barber and Fannie B. Barber his wife
to me personally known to be the same
person s 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 27th 1908 Geo. A. Banks Notary Public.

Filed for Record the Nov 27th day of November A. D. 1905, at 10⁴⁰ o'clock A.M.
C. W. Armstrong Register of Deeds.
Deputy.

This instrument is subject to the original instrument.

C. H. Jackson

A. A. Blum

Recorded July 25-1914

C. H. Jackson

The following is endorsed on the original instrument:

This mortgage is hereby released and discharged as shown by the original instrument.

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