

MORTGAGE RECORD No. 43.

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MORTGAGE STANDARD FORM. JOURNAL CO. PRINTERS, BIDDERS AND BOND BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this Twelfth day of December in the year of our Lord, Nineteen
hundred and Five, between Mary E. Mercer, a widow
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 1 of the first part, in consideration of the sum of
One Hundred (\$100) Dollars,
to her duly paid, the receipt of which is hereby acknowledged, hath sold, and by these presents doth grant, bargain, sell and mortgage
to the said part 1 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. One Hundred and Thirty-seven (137) on New
Jersey Street in the City of Lawrence, Party of the first part
hereby agrees to maintain insurance of \$100. on the
property now on or to be erected on said premises
for the benefit of said party of the second part
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 1 of the first part therein. And the said
Mary E. Mercer doth hereby covenant and agree that
at the delivery hereof she 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 she will warrant and defend
the same in the quiet and peaceable possession of said second party his
heirs and assigns against all persons. 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 not this day executed
and delivered by the said party of the first part to the said part 1 of the second part

due in Three years from date with interest from date to maturity as
indicated by coupons attached thereto and interest after maturity
at the rate of ten percent per annum until fully paid in cash or by
installments as above described property. 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 1 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, her
heirs and assigns.

IN WITNESS WHEREOF, The said part 1 of the first part hath hereunto set her hand and seal the day and year first above
written.

Signed, Sealed and Delivered in Presence of
Mary E. Mercer [SEAL.]
[SEAL.]
[SEAL.]

STATE OF KANSAS,
County of Douglas } ss.

BE IT REMEMBERED, That on this 12th day of December A. D. 1905, before me

the undersigned a Notary Public in and for said County and State, came
Mary E. Mercer, a widow
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 27th 1907

Filed for Record the 13 day of Dec. A. D. 1905, at 9 o'clock P. M.

Joseph E. Riggs Notary Public.
Alt. Commissioner Register of Deeds.
Edw. E. Armstrong Deputy.

The following is referred to on the original instrument:
The said party of the first part, in consideration of the sum of \$100.00, to her duly paid, the receipt of which is hereby acknowledged, hath sold, and by these presents doth 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: Lot No. One Hundred and Thirty-seven (137) on New Jersey Street in the City of Lawrence, Party of the first part hereby agrees to maintain insurance of \$100. on the property now on or to be erected on said premises for the benefit of said party of the second part, his heirs and 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 Mary E. Mercer doth hereby covenant and agree that at the delivery hereof she 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 she will warrant and defend the same in the quiet and peaceable possession of said second party his heirs and assigns against all persons. 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 not this day executed and delivered by the said party of the first part to the said party of the second part due in Three years from date with interest from date to maturity as indicated by coupons attached thereto and interest after maturity at the rate of ten percent per annum until fully paid in cash or by installments as above described property. 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, her heirs and assigns.

Recorded June 19th 1906
Estelle D. Sperry