

## MORTGAGE RECORD No. 43.

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

This Indenture, Made this Eighteenth day of August, in the year of our Lord, 1905, between Lee Owens, an unmarried man hundred and Five, between Lee Owens, an unmarried man 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 party of the first part, in consideration of the sum of One Hundred and Fifty (\$150) Dollars, to him 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:

Lots numbered One Hundred and Forty-four (144) and One Hundred and Forty-six (146), on the North side of Elm Street in Block number Three (3), in that part of the City of Lawrence formerly known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Lee Owens doth hereby covenant and agree that

at the delivery hereof he 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 he will warrant and defend

to and in the quiet and peaceable possession of said second part his heirs and assigns forever, against all persons lawfully claiming. This Grant is intended as a Mortgage to secure the payment of the sum of \$150.

according to the terms of one certain mortgage note this day executed and delivered by the said party of the first part to the said party of the second part

in three years from date with interest from date at rate of ten per cent per annum until fully paid in cash or by Sheriff's Deed of 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 party of the first part, his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Lee Owens (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,

Douglas County ss.  
BE IT REMEMBERED, That on this 12 day of August, A. D. 1905, before me

the undersigned a Notary Public in and for said County and State, came Lee Owens, an unmarried man

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 June 14 1907

Alfred Whitman  
Notary Public.

Filed for Record the 16 day of Dec, A. D. 1905, at 3 o'clock P.M.

W. H. Armstrong Register of Deeds.  
By Phil E. Armstrong Deputy.

(This Indenture is subject to the original instrument.)  
The whole herein has been paid in full, this mortgage is hereby released and the same hereby discharged. As witness my hand this 17 day of October, A. D. 1906.

Wm. T. Sinclair

Recorded Oct 24 1906

Edw. Lawrence  
Register of Deeds.

W. H. Armstrong

The following is endorsed on the original instrument  
The note herein described having been paid in full this  
mortgage is hereby released and the same hereby discharged  
as witness my hand this 17th day of Nov. A.D. 1906  
Wm. T. Sinclair