

## MORTGAGE RECORD No. 43.

MORTGAGE STANDARD FORM. JOURNAL CO., PRINTERS, HOBOKEN AND IRVING BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this fourteenth day of December in the year of our Lord,  
thirteen hundred and five between Martin L. Long and Sallie B. Long, his  
wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Wm. J. Sinclair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Four Hundred (\$400.) Dollars,  
 to him 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 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 Seventy-two (172) on New Hampshire  
Street, in the City of Lawrence.

Parties of the first part hereby agree to maintain insurance of  
\$400. on the buildings now on or to be erected on said premises, for  
 the benefit of said 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 parties of the first part therein. And the said  
Martin L. Long and Sallie B. Long, 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  
Four 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 of of the second part  
due in five years from date, with interest from date to maturity as evidenced by coupons at  
fixed three, and interest after maturity or default at the rate of 10% per annum until  
fully paid in cash or by Sheriff's sale to above described premises.

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 of 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 hand and seal the day and year first above  
 written.

Signed, Sealed and Delivered in Presence of

Martin L. Long [SEAL]  
Sallie B. Long [SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 16<sup>th</sup> day of December A. D. 1905, before me

the undersigned Notary Public in and for said County and State, came  
Martin L. Long and Sallie B. Long, 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 Nov. 27<sup>th</sup> 1907

Joseph E. Riffe Notary Public.

Filed for Record the 16<sup>th</sup> day of Dec. A. D. 1905, at 3<sup>03</sup> o'clock P. M.

W. Armstrong Register of Deeds.  
By Eric C. Armstrong Deputy.

The following is endorsed on the original instrument  
 The note heretofore described having been paid in full this  
 mortgage is hereby released and the lien thereby created is hereby  
 released and the day of March A.D. 1908

Recorded Nov 17 1909  
 Joseph E. Riffe  
 Notary of Deeds