

MORTGAGE STANDARD FORM. JOURNAL CO., PUBLISHERS, MINNEAPOLIS, MINN. AND CHICAGO, ILL.

This Indenture, Made this Second day of April in the year of our Lord, Nineteen hundred and Six, between William Thatcher, a single man of Lawrence in the County of Douglas and State of Kansas, of the first part, and William D. Sinclair of the second part:

Witnesseth, That the said party y of the first part, in consideration of the sum of One Hundred and Thirty (\$130) Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents doth grant, bargain, sell and mortgage to the said party y 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 Sixty-seven, on Perry Street, in Addition No. Two (2), in that part of the City of Lawrence, known as North Lawrence. Said party of the first part hereby agrees to maintain insurance of \$200. on the buildings now on or to be erected on said premises for the benefit of said party of the second part, during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said party y of the first part therein. And the said William Thatcher 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 the same in the quiet and peaceable possession of said second party, his heirs and assigns forever. This Grant is intended as a Mortgage to secure the payment of the sum of \$130

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 y 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 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 y 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 y making such sale, on demand, to said party of the first part, his heirs and assigns.

IN WITNESS WHEREOF, The said party y 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

William Thatcher [SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 2^d day of April A. D. 1906, before me

the undersigned a Notary Public in and for said County and State, came William Thatcher, a single 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 March 24 1909.

Joseph E. Riggs Notary Public.

Filed for Record the 3rd day of April A. D. 1906, at 1³⁰ o'clock P. M.

A. W. Armstrong Register of Deeds.

Deputy.