

MORTGAGE RECORD No. 43.

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

This Indenture, Made this Sixteenth day of May in the year of our Lord, 1906
hundred and Six, between James A. Wallace and Ida Wallace
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 party of the first part, in consideration of the sum of
Three hundred and Twenty-five (\$325.) 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 Sixteen (116) One hundred and Eighteen
(118) and One hundred and Twenty (120) all in Block No.
Thirty-four (34) in that part of the City of Lawrence known as
West Lawrence
Parties of the first part hereby agree to maintain insurance
of \$400 on the buildings now or to be erected on said premises
for benefit of said second party, 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
James A. Wallace and Ida Wallace 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 thereof to said party his heirs and assigns
against the lawful claims of all persons who may claim the same
\$325 This Grant is intended as a Mortgage to secure the payment of the sum of

according to the terms of the certain Mortgage this day executed
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
coupon attached thereto, and interest after maturity or default at the rate of ten per
cent per annum until fully paid in cash or by check or by draft to be decided
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 party of the first part have hereunto set their hands and seal the day and year first above
written.

Signed, Sealed and Delivered in Presence of
James A. Wallace [SEAL.]
Ida Wallace [SEAL.]
[SEAL.]

STATE OF KANSAS, } ss.
County of Douglas

BE IT REMEMBERED, That on this 16th day of May A. D. 1906, before me
the undersigned a Notary Public in and for said County and State, came
James A. Wallace and Ida Wallace, 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 October 12, 1907 C. J. Hawk Notary Public.

Filed for Record the 16th day of May A. D. 1906, at 4 o'clock P. M.

By Alice E. Conroy Register of Deeds.
By Alice E. Conroy Deputy.

This mortgage is intended to be a mortgage and not a sale of the premises and the parties hereto are advised of this fact by the undersigned.

Recorded May 18 1906
Hoyd T. Lawrence
Register of Deeds

(For assignment see Book 51, Page 475)