

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOHNSON CO., PUBLISHERS, MINNEAPOLIS, MINN. BOOK EXCHANGE, LAWRENCE, KAN.

This Indenture, Made this Twenty-third day of May in the year of our Lord, Thirteen
hundred and Six, between Henry Smith and Maggie H.
Smith, 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 parties of the first part, in consideration of the sum of
One Hundred (\$100.) Dollars,
to have 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 Twenty-one (121) One Hundred
and Twenty-two (122), One Hundred and Twenty-three (123) One
Hundred and Twenty-four (124), One Hundred and Twenty-five (125)
One Hundred and Twenty-six (126), in Block No. Forty-four (44).

in that part of the City of Lawrence known as West Lawrence: Portion of the
first part hereby agree to maintain insurance of \$300. on the
buildings now on it to be erected on said premises, for the benefit
of said second party, or assigns, during the existence of this loan,
with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said

Henry Smith & Maggie H. Smith 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 and defend
possession of said second party or assigns, against all persons lawfully
claiming the same 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 note this day executed

and delivered by the said parties of the first part to the said part 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 9% until fully paid in cash or by Sheriff's Deed to give 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 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 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

Henry Smith [SEAL]
Maggie H. Smith [SEAL]
[Signature] [SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 23 day of May A. D. 1906, before me

a Notary Public in and for said County and State, came

Henry Smith and Maggie H. Smith, 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 13th 1907

C. G. Hawk
Notary Public.

Filed for Record the 27 day of May A. D. 1906 at 2⁴⁵ o'clock P.M.

W. H. Armstrong Register of Deeds.
By Elsie B. Armstrong Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand and seal this 26th day of May, A. D. 1907.

RECORDED
May 26 1907
Wm. T. Sinclair
Register of Deeds.

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created discharged.
As witness my hand this 26th day of May, A. D. 1907.

RECORDED
Jan 28 1925
W. H. Armstrong
Register of Deeds.