

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOHNSON CO. Printers, Binders and Blank Book Makers, LAWRENCE, Kan.

This Indenture, Made this Twenty-fifth day of June in the year of our Lord, thirteen hundred and Six, between Charles E. Fincher and
Leitia S. Fincher, 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
Four Hundred (\$400.) 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 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:

The South One-half of Lot No. Ten (10), in Addition
No. Eleven (11) in that part of the City of Lawrence known as
North Lawrence.

Said parties of the first part hereby agree to maintain insurance
of \$400. on the buildings now or to be erected on said
premises for the benefit of said second party, his heirs
or 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
Charles E. Fincher & Leitia S. Fincher 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 or 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 rate this day executed
and delivered by the said parties of the first part to the said part of of the second part
due in two years from date with interest from date to maturity as evidenced by coupons
attached thereto, & interest after maturity or default at the rate of ten per cent
per annum until paid in cash or by installments due 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 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 part of 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
Charles E. Fincher (SEAL.)
Leitia S. Fincher (SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.
BE IT REMEMBERED, That on this 25th day of June A. D. 1906, before me
the undersigned a Notary Public in and for said County and State, came
Charles E. Fincher and Leitia S. Fincher 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 Feb-27-1909 Joseph C. Rogers
Notary Public.

Filed for Record the 27 day of June A. D. 1906 at 11 o'clock P. M.
W. W. Armstrong Register of Deeds.
By Eric C. Armstrong Deputy.

In consideration of full pay-
ment of the within mortgage
I hereby release the same this
6th day of December, 1906
Wm T. Sinclair

Attest to Lawrence
Register of Deeds

the sum of
Dollars,
and mortgage
County of Douglas,
C 5/100
in Block 10.
summing
due East
to place
insurance
said
and agree that
and indefeasible
same in the
over against
ment of the sum of
of the second part
coupons attached
until fully paid
any part thereof, or
the whole amount
rs and assigns, at
the moneys arising
ch sales, and the
part, their
d year first above
[SEAL.]
[SEAL.]
[SEAL.]