

## MORTGAGE RECORD No. 43.

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

This Indenture, Made this Thirtieth day of July, in the year of our Lord, Thirteen hundred and six, between Seldon M. Cramer and H. J. Cramer, of Lawrence in the County of Douglas, and State of Kansas, of the first part, and Wm. D. Sinclair of Same place, of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Two Hundred 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 2d 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 Six (166) on Kentucky Street in the City of Lawrence, being the homestead of said parties of the first. Who agree to maintain insurance on the buildings erected on said property in the sum of Three Hundred Dollars, for the benefit of the party of the second part, his heirs or assigns,

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner<sup>s</sup> 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 requisite and peaceable possession of the said second party, his heirs and assigns forever against all persons lawfully claiming the same or any part thereof This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars

according to the terms of note certain Mortgage Note this day executed and delivered by the said parties of the first part to the said part 2d 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 ten per cent Per Annum,

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 2d 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 2d making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand<sup>s</sup> and seal<sup>s</sup> the day and year first above written.

Signed, Sealed and Delivered in Presence of

S. M. Cramer.

[SEAL.]

H. J. Cramer.

[SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 14th day of July, A. D. 1906, before me

Joseph E. Riggs a Notary Public in and for said County and State, came

Seldon M. Cramer and H. J. Cramer his wife.

to me personally known to be the same

person<sup>s</sup> 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 27 1909.

Joseph E. Riggs.

Notary Public.

Filed for Record the 16th day of July, A. D. 1906, at 9<sup>55</sup> o'clock A.M.

A. W. Armstrong. Register of Deeds.

Deputy.

This following is evidence in the original instrument  
The party herein described as mortgagor, parties to this mortgage  
to party herein described as mortgagee, have been created by change  
and neither my said this 10 day of October 1906  
Wm. D. Sinclair

Recorded at for 21-1906.  
Wm. D. Sinclair  
Register of Deeds.