

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOURNAL CO., PRINTERS, HINDS AND HARRIS BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this fourteenth day of July in the year of our Lord, thirteen hundred and six, between H. M. Nowland, a widower 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 Seventy-five (\$75.) Dollars, to him duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents doth 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 No. Seventy-four (74) and Seventy-six (76), on pinckney street, in Block No. Fifty-five (55) in that part of the City of Lawrence known as West Lawrence.
Parties of the first part hereby agree to maintain insurance of \$300.00 on the buildings now on or to be erected on said premises 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 H. M. Nowland do 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 except a prior Mortgage of \$100.00 to Wm. T. Sinclair and that they 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 Seventy-five Dollars.

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 of the second part

due in four 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 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 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 party of the first part, his heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

H. M. Nowland [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS, }
County of Douglas } ss.

BE IT REMEMBERED, That on this 14th day of July A. D. 1906, before me the undersigned a Notary Public in and for said County and State, came H. M. Nowland, a widower.

L.S.

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 29 1909.

Joseph B. Riggs Notary Public.

Filed for Record the 16th day of July A. D. 1906, at 10 o'clock A.M.

U. W. Armstrong Register of Deeds.
Deputy.

In consideration of full payment of the within mortgage, I hereby release the same this 14th day of June, 1906.
Wm. T. Sinclair

Joseph Lawrence
Register of Deeds