

## MORTGAGE RECORD No. 43.

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

This Indenture, Made this Seventh day of September in the year of our Lord, 1906,  
between Frank B. Olds and Viola P. Olds, 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 part 1st of the first part, in consideration of the sum of  
Six Hundred and Fifty (\$650.) Dollars,  
 to them duly paid, the receipt of which is hereby acknowledged, he sold, and by these presents do grant, bargain, sell and mortgage  
 to the said part 2nd 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 One Hundred and Two (102) One Hundred and Four (104)  
One hundred and six (106) One hundred and Eight (108) One hundred and Ten (110) All in the Part  
in Block No. Two (2) in that part of the City of Lawrence known as South Lawrence.

Parties of the first part hereby agree to maintain insurance for \$100.00 on the  
buildings now on 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 part 1st of the first part therein. And the said  
Frank B. Olds and Viola P. Olds, 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 well warrant & defend the same  
in the quiet and peaceable possession of said second party his heirs & assigns forever  
against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of  
\$1650.

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 2nd of the second part

due in five years from date, with interest from date to maturity evidenced by a promissory note attached  
to this mortgage, or in default at the rate of five per cent per annum until  
fully paid in cash or by installments as provided in the 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 part 2nd 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 2nd of the second part, his executors, administrators and assigns, 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 and seal the day and year first above  
 written.

Signed, Sealed and Delivered in Presence of

F. B. (Frank B. Olds - [SEAL])

Viola P. Olds. [SEAL]

Viola P. Olds. [SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 7th day of September A. D. 1906, before me

[Signature]

the undersigned a Notary Public in and for said County and State, came  
Frank B. Olds and Viola P. Olds, 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 Dec. 8th 1907

James Brooks.

Notary Public.

Filed for Record the 10 day of Sept. A. D. 1906, at 10:00 o'clock P.M.:

All Armstrong

Register of Deeds.

By Elsie E. Armstrong,

Deputy.

In consideration of full pay-  
 ment of the within mortgage  
 I hereby release the same this  
25th day of March, 1917.

Wm T. Sinclair  
Attorney at Law  
Lawrence, Kansas

For Release See Book 77, Page 557  
 (For Assignment See Book 57 Page 444)

Notary Public for the State of Kansas, Lawrence, Kan. My commission expires on the 8th day of December, 1907.

Recorded May 20 - 1916  
 Castle & McIntosh