

MORTGAGE RECORD No. 43.

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This Indenture, Made this Eleventh day of October in the year of our Lord, twentieth hundred and eight, between W. A. Churchill, sole surviving heir of John M. Churchill deceased, William S. Churchill 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 of the first part, in consideration of the sum of Eight Hundred (\$800) 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 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:

Commencing at the North West corner of the South East Quarter of Section number Five (5) in Township 13 North, of Range 76, Twenty (20) East, of 6th P.M., running thence East 95 Rods, thence South 20 Rods, thence West 95 Rods, thence North 20 Rods to place of Beginning.

Parties of the first part hereby agree to maintain insurance of \$1000. on the buildings about or to be erected on said premises, for the benefit of said second party, his heirs and 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 W. A. Churchill and William S. Churchill 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 will warrant & defend the premises 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 Eight 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 party of the second part due in five years from date with interest from date to maturity, unless by anyone 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 Sale 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 part of the second part and 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 part 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

W. A. Churchill [SEAL]
William S. Churchill [SEAL]
[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 2nd day of November A. D. 1906, before me

the undersigned a Notary Public in and for said County and State, came W. A. Churchill, sole surviving heir of John M. Churchill deceased, and William S. Churchill, 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 Mar. 27 - 1907

Joseph E. Rugg
Notary Public.

Filed for Record the 2nd day of Nov. A. D. 1906, at 2:30 o'clock P.M.

W. Armstrong Register of Deeds.
By J. E. Armstrong Deputy.

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 11th day of October, A. D. 1906.

Recorded April 19, 1913

Register of Deeds

Assignment to B. B. 44 69 1917

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 11th day of October, A. D. 1906.

Recorded Nov 6 1907