

MORTGAGE RECORD No. 43.

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

This Indenture, Made this 27 day of January in the year of our Lord, nineteen hundred and seven, between Mary A. Holand and J. T. Holand her husband 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 Four hundred (\$500.) Dollars, to be... duly paid, the receipt of which is hereby acknowledged, he sold, and by these presents do 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:

The West one half of the South one half of Block No. Forty seven (47) in that part of the City of Lawrence known as Northwood, Parties of the first part hereby agree to maintain insurance of \$400. 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 parties of the first part therein. And the said Mary A. Holand and J. T. Holand 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 and defend the same to the said party of the second part, his heirs and assigns, forever, and 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 note this day executed and delivered by the said parties of the first part to the said party of the second part due in 5 years from date with interest from date to maturity and interest by coupons attached thereto & interest after maturity or default at 10% per annum until fully paid in cash or Sheriff's sale.

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 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 Mary A. Holand [SEAL] J. T. Holand [SEAL]

STATE OF KANSAS, Douglas County ss.

BE IT REMEMBERED, That on this 27 day of Jan. A. D. 1907, before me the undersigned a Notary Public in and for said County and State, came Mary A. Holand and J. T. Holand her husband, 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. 27 1907 - Joseph E. Rigg's Notary Public.

Filed for Record the 27 day of Jan. A. D. 1907, at 4 o'clock P. M.

W. C. Armstrong, Register of Deeds. W. E. C. Armstrong, Deputy.

In consideration of full payment of the within mortgage the party releasing the same this day of January 1907 Wm. T. Sinclair Attorney at Law Lawrence Register of Deeds

in the County of... second part: on of the sum of Dollars, sell and mortgage County of Douglas, and Lawrence, to be erected in... pay One principal... and agree that... and indefeasible... defend the same... assigns... ment of the sum of... of the second part... at the site of Sheriff's sale... any part thereof, or the whole amount... and assigns, at the moneys arising from such sales, and the... and year first above... [SEAL.] [SEAL.] [SEAL.] before me... and State, came... to be the same... seal on the day and... Notary Public. M. Register of Deeds. Deputy.