

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOCKMAC CO., PRINTERS, BINDERS AND BLANK BOOK MAKERS, LA WRENCE, KAN.

This Indenture, Made this Twenty eighth day of May in the year of our Lord, nineteen hundred and seven, between J. E. Howard and Leona M. Howard, 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 Two hundred (\$200.) 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:

Lots Nos. Fifteen (15) and Sixteen (16) in Block No. Six (6) in South Lawrence, in the City of Lawrence, Douglas County, Kansas, being the homestead of said parties of the first part. Parties of the first part hereby agree to maintain insurance of \$1200. on the buildings now on 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 1st of the first part therein. And the said J. E. Howard and Leona M. Howard do hereby covenant and agree that

at the delivery hereof they are 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 and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs or assigns forever against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of Two 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 part 2d of the second part due in five years from date, with interest from date to maturity as confirmed by mortgage attached thereto, the interest after date of maturity at rate of 10% per annum until fully paid,

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 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

J. E. Howard [SEAL.]
Leona M. Howard [SEAL.]
[SEAL.]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 7th day of June A. D. 1917, before me

the undersigned a Notary Public in and for said County and State, came J. E. Howard and Leona M. Howard, 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 Nov. 29 - 1919

Joseph E. Riggo
Notary Public.

Filed for Record the 7th day of June A. D. 1917 at 4:10 o'clock P. M.

Wm T. Sinclair Register of Deeds.
By Eric C. Taylor Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 28th day of August 1911 Wm T. Sinclair

J. E. Howard
Leona M. Howard
Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 28th day of August 1911 Wm T. Sinclair