

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOHNSON, CO. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Third day of May in the year of our Lord, thirteen
hundred and seven, between
Frank J. Brown and Brown his wife of Topeka in the County of
Shawnee and State of Kansas, of the first part, and
Wm. T. Sinclair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
One Thousand (\$1000.) 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 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: All of the North West Quarter of the North East Quarter of Section 36,
 Township 36 N., Range 10 E., Section 36, East of the 6th P.M., lying South of the
right of way of the Kansas City, Topeka & Western Railway Company, and containing 26 acres, more or less; Also, the West
half of the North East Quarter of the North East Quarter of Section 36, in Township 36 N., Range 10 E.,
South of Range 10, Section 36, East of the 6th P.M., containing 20 acres, more or less.
And the said parties of the first part hereby agree to maintain insurance
of \$500. on the buildings now 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 parcels of the first part therein. And the said

Frank J. Brown and 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 same in
the quiet and peaceful 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
One Thousand 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 paid to maturity as evidenced by coupons
attached thereto and interest after maturity or default at said 4-10% per annum, with full
paid in cash or by Sheriff's Deed to any 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 parties of the first part, their
heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above
written.

Signed, Sealed and Delivered in Presence of

Frank J. Brown [SEAL.]

Mattie E. Brown [SEAL.]

STATE OF KANSAS,

County of Shawnee } ss.

BE IT REMEMBERED, That on this 6th day of May, A. D. 1907, before me

the undersigned a Notary Public in and for said County and State, came

Frank J. Brown and 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 July 2nd 1909

J. M. Price
Notary Public.

Filed for Record the 7th day of June, A. D. 1907, at 2:30 o'clock P.M.

Allamstrong Register of Deeds.
By Elmer C. Armstrong Deputy.

In consideration of full pay-
ment of the within mortgage
I hereby release the same this
11th day of February, 1913

Alfred Lawrence
Shawnee Register

For Particular Release see Book 84, at page 76.