

MORTGAGE RECORD No. 43.

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

This Indenture, Made this 17th day of June in the year of our Lord, 1907, between Wallace E. Palmater and Nettie W. Palmater, his wife of Douglas 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 2 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 1 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:

Beginning 28 rods West of the South East corner of the North East Quarter of the North West Quarter of the South West Quarter of Section No. 29, in Township No. 12, South of Range No. 20, East; in the center of Elm Street produced East from North Lawrence, thence North 5 rods, thence East 150 feet, thence North 2 rods, thence East 178 feet, thence South 2 rods, thence East 10 rods, thence South 5 rods, thence West 28 rods to place beginning excepting 68 feet of the West end thereof, in that part of the City of Lawrence known as North Lawrence, subject to a prior mortgage of \$400 to Wm. T. Sinclair, recorded in Book 142 of 1907, page 622, Douglas County Bonds.

with all the appurtenances, and all the estate, title and interest of the said part res. of the first part therein. And the said Wallace E. Palmater & Nettie W. Palmater 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 & defend the same

in the quiet and peaceable possession of said second party, his heirs and assigns forever against all persons lawfully claiming same.

This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars

according to the terms of an certain mortgage note this day executed

and delivered by the said parties of the first part to the said part 2 of the second part

due in two years from date, with interest from date to maturity as evidenced by promissory notes attached thereto & interest after maturity or default at the rate of 10% per annum until fully paid in cash or by things held 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 2 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 surplus, if any there be, shall be paid by the part 2 making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part 2 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 Wallace E. Palmater [SEAL.]
Nettie W. Palmater [SEAL.]
[SEAL.]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 19th day of June A. D. 1907, before me

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

Wallace E. Palmater and Nettie W. Palmater

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 March 27, 1909. Joseph E. Riggs Notary Public.

Filed for Record the 20 day of June A. D. 1907, at 2:30 o'clock P. M.

W. H. Armstrong Register of Deeds.

By Elsie E. Armstrong Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 17th day of June 1907.

Attest
J. Lloyd K. Ruppener
Register of Deeds