

MORTGAGE STANDARD FORM. JOURNAL CO. PHOENIX, MINNESOTA AND URBAN BOOK MANUFACTURING CO. ST. LOUIS, MO.

This Indenture, Made this Twenty-fifth day of August in the year of our Lord, one thousand and seven, between Bessie May Gunter and husband, Elijah 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 One Hundred (\$100.) Dollars, to have duly paid, the receipt of which is hereby acknowledged, here 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:

Lot Nos. Ninety-five (95), and Ninety-six (96) in Walnut Park, a Subdivision of a portion of Addition No. Three (3) in that part of the City of Lawrence, formerly known as North Lawrence. Parties of the first part hereby agree to maintain insurance of \$200. 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 mortgage, with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Bessie May Gunter & husband, Elijah 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 & 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 One 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 in full payment of said note, with interest from date to maturity as evidenced by coupons attached thereto & interest after maturity & default at the rate of ten per cent per annum until fully paid up and as by said note and to some 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 party 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

Bessie May Gunter [SEAL]
Elijah Gunter [SEAL]

STATE OF KANSAS,
County of Douglas } ss.

BE IT REMEMBERED, That on this 29th day of August A. D. 1907, before me

the undersigned a Notary Public in and for said County and State, came Bessie May Gunter and husband, Elijah 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 2nd day of Sept. A. D. 1907, at 11³⁰ o'clock A. M.

A. W. Armstrong Register of Deeds.
By Eric E. Armstrong Deputy.

This Indenture is delivered on the original instrument. The same having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand and seal this day of August, A. D. 1907.

Lena Muck

Recorded March 22, 1915

Bessie May Gunter

Elijah Gunter

(For assignment see Book 57, page 621)

The following is endorsed on the original instrument: The note being assigned to the assignee, the mortgage is hereby released and the same hereby created discharged.

Recorded April 20, 1908.