

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

This Indenture, Made this Fourth day of January in the year of our Lord, 1908  
hundred and Eight between Joseph S. Sullivan  
of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
William T. Sinclair of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of  
Two Hundred (\$200.) Dollars,  
to him duly paid, the receipt of which is hereby acknowledged, hath sold, and by these presents doth grant, bargain, sell and mortgage  
to the said part 2 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 No. Nine (9), in Block No. Seven (7), in  
Kane Place, in the City of Lawrence,  
Said party of the first hereby agrees to maintain  
insurance of \$200, on buildings now on or to  
be erected on said premises, for the benefit of  
said second party, his heirs & assigns, during the existence of his loan,  
with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said  
Joseph S. Sullivan doth hereby covenant and agree that  
at the delivery hereof he is 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 (that he will warrant & defend the same in the  
part if feasible possession of said second party, his heirs & 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 (\$200.) dollars

according to the terms of one certain mortgage note this day executed  
and delivered by the said Party of the first part to the said part 2 of the second part  
Given for part purchase money, due in 3 years after date, with interest from date to  
maturity as evidenced by coupons attached thereto, & interest after maturity  
redempt at the rate of 10% per annum until fully paid in currency (Barr's Book 6  
re: 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  
overplus, if any there be, shall be paid by the party 1 making such sale, on demand, to said Party of the first part, his  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1 of the first part hath hereunto set his hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in Presence of

Joseph S. Sullivan (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,  
County of Douglas } ss.

BE IT REMEMBERED, That on this 6<sup>th</sup> day of January A. D. 1908, before me  
the undersigned a Notary Public in and for said County and State, came  
Joseph S. Sullivan

283 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 October 13, 1909

C. J. Hawk  
Notary Public.

Filed for Record the 7 day of Jan. A. D. 1908, at 11 o'clock A. M.

W. E. Livingston Register of Deeds.  
By E. E. Livingston Deputy.

In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
6th day of January, 1909  
Wm T Sinclair

Recorded Feb. 4, 1909  
Wm T Sinclair  
Register of Deeds

The following is understood to be the original of the instrument  
dated Jan. 5, 1908, and is hereby acknowledged by me, the undersigned,  
Notary Public in and for the County of Douglas, State of Kansas,  
on this 7th day of January, 1908, at 11 o'clock A. M., in the presence of  
Wm T Sinclair and Joseph S. Sullivan, who are the parties to the  
instrument, and who are personally known to me, and who are  
duly qualified to execute the same.