

MORTGAGE RECORD No. 43.

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

This Indenture, Made this Twenty-fifth day of January in the year of our Lord, thirteen  
hundred and eight, between Phoebe Conway, widow; Catherine  
Conway, unmarried; and Ethel Scott, formerly Ethel  
Conway & Albert Scott her husband being all the heirs of late John Conway deceased of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Wm. J. Sinclair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Two hundred and Fifty (\$250) 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 y 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. Fifty (50), on Pennsylvania Street, in the City  
of Lawrence., Said parties of the first part hereby  
agree to maintain insurance of \$100. 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 loan.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said  
parties of the first part 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 to clear of all incumbrances that they will  
arrant if defend the same in the suit of peaceable possession of said  
second party against all persons lawfully claiming same. This Grant is intended as a Mortgage to secure the payment of the sum of  
\$250.

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 y of the second part  
one ten years from date with interest from date to maturity as provided by  
coupons attached thereto, and interest after maturity or default at the rate of  
10% per annum, until fully paid in cash or by Sheriff's deed 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 y 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 y 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 seal the day and year first above

written.  
Signed, Sealed and Delivered in Presence of  
Phoebe Conway. [SEAL]  
Catherine Conway. [SEAL]  
Ethel Scott. [SEAL]  
Albert Scott. [SEAL]

STATE OF KANSAS,  
County of Douglas } ss.

BE IT REMEMBERED, That on this 24<sup>th</sup> day of January A. D. 1908, before me  
the undersigned a Notary Public in and for said County and State, came  
Phoebe Conway, widow; Catherine Conway, unmarried; and Ethel Scott  
E. B. Conway & Albert Scott, her husband. 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 29<sup>th</sup> 1909.

Joseph E. Rygo  
Notary Public.  
Filed for Record the 24 day of Jan A. D. 1908, at 1:30 o'clock P. M.  
Wm. J. Sinclair Register of Deeds.  
E. B. Conway Deputy.

In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
26 day of December 1908.  
Wm. J. Sinclair

Attest  
E. B. Conway  
Albert Scott

This document is subject to the provisions of the Act of March 3, 1907, relating to the recording of mortgages and the recording of deeds.

May 24<sup>th</sup> 1912