

## MORTGAGE RECORD No. 43.

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

This Indenture, Made this 29<sup>th</sup> day of January in the year of our Lord Thirteen hundred and Eighty (1908) between Henry Sims, an unmarried man of Lawrence in the County of Douglas and State of Kansas, of the first part, and James L. Conover of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Six Hundred and Fifty and <sup>no</sup>/<sub>100</sub> (\$650.00) Dollars, to him duly paid, the receipt of which is hereby acknowledged, has 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:

Beginning 40 feet North of South West corner of North East Quarter (1) Section One (1) Township Thirteen (13), Range Thirteen (13) E. of 6<sup>th</sup> P.M. thence North 36 rods thence East 22<sup>1</sup>/<sub>4</sub> rods thence South 36 rods thence West 22<sup>1</sup>/<sub>4</sub> rods to place of beginning, Being 5 acres of land in what is platted as University Place Annex, adjoining the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of the first part of the first part therein. And the said Party of the first part does 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

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

Six Hundred & Fifty dollars

according to the terms of a certain note this day executed

and delivered by the said party of the first part to the said part of the second part

payable seven years from date with interest at the rate of 5% per annum annually \$100, 10<sup>00</sup> or more may be paid on any interest paying date after one year from date.

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 of the second part its 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 Henry Sims, his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Henry Sims [SEAL.]  
[SEAL.]  
[SEAL.]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 29<sup>th</sup> day of January A. D. 1908, before me

Frank E. Banks a Notary Public in and for said County and State, came

Henry Sims, a single man 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 Nov. 8, 1910

Frank E. Banks  
Notary Public.

Filed for Record the 3 day of Feb. A. D. 1908, at 3<sup>30</sup> o'clock P. M.

W. Ametrop Register of Deeds.  
By Elie C. Ametrop Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 10 day of December 1908.  
Attest  
Floyd L. Lawrence  
Register of Deeds.