

## MORTGAGE RECORD No. 43.

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

This Indenture, Made this 17<sup>th</sup> day of February in the year of our Lord, Nineteen  
hundred and eight, between James R. Talbot and Emma  
Talbot, his wife, 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 part 1<sup>st</sup> 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 2<sup>d</sup> 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:

Lots Nos. Two Hundred and Thirty six (236), Two  
Hundred and Thirty-eight (238) and Two hundred  
and Forty (240), in Subdivision of South half  
of Block No. Five (5), on the North side of Elgin Street  
in that part of the City of Lawrence known as North Lawrence being the homestead  
of said parties of the first part; Said parties of the first part hereby agree to  
maintain insurance of \$300. on the building now on or to be erected on said  
premises, for the benefit of said second part, his heirs or assigns, during the existence  
of this grant,  
with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

James R. Talbot and Emma Talbot do hereby covenant and agree that  
at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible  
estate of inheritance therein, free and clear of all incumbrances that they will warrant and defend the same in  
the quiet & peaceable possession of said second part 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  
(\$250.)

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 part 2<sup>d</sup> of the second part  
due in five years from date, with interest from date to maturity as evidenced by coupons  
attached thereto, at interest after maturity or default at the rate of ten per cent per annum,  
until fully paid, in cash or by Sheriff's Sale of 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<sup>d</sup> 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 2<sup>d</sup> 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 hand and seals the day and year first above  
written.

Signed, Sealed and Delivered in Presence of

James R. Talbot. [SEAL]  
Emma Talbot. [SEAL]  
[SEAL]

STATE OF KANSAS,  
County of Douglas ss.

BE IT REMEMBERED, That on this 17<sup>th</sup> day of February A. D. 1908, before me  
the undersigned a Notary Public in and for said County and State, came  
James R. Talbot and Emma Talbot, 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 October 18<sup>th</sup> 1909.

C. S. Hawk  
Notary Public.

Filed for Record the 15 day of Feb. A. D. 1908 at 10 o'clock A. M.

Wm. Armstrong Register of Deeds.  
By Chas. C. Armstrong Deputy.

In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
17<sup>th</sup> day of February, 1908  
Wm. T. Sinclair

Attest,  
Wm. T. Sinclair  
Register of Deeds.

For assignment see Book 57 Page 56

Recorded - July - 29 - 1908

Estelle J. Talbot

This mortgage having been paid in full, this mortgage is hereby released and the  
same is hereby discharged. As witness my hand this 17<sup>th</sup> day of February, A. D. 1908.