

## MORTGAGE RECORD No. 43.

MORTGAGE STANDARD FORM, JOURNAL CO. PRINTERS, INDEPENDENT BANK BOOK MAKERS, LAURENCE, KAN.

This Indenture, Made this Third day of March in the year of our Lord 1908  
hundred and Eight, between Arthur T. Walker and  
Elizabeth S. Walker 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 1st of the first part, in consideration of the sum of  
Twelve Hundred (\$1200.) 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 2d 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 A, B, C, D, and E, in Block No. One (1) of  
University Place, an addition to the City of Lawrence,  
Portis of the first part hereby agree to maintain  
insurance of \$1500. 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 1st of the first part therein. And the said  
Arthur T. Walker & Elizabeth S. Walker 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 the said second party, his heirs or assigns  
forever against all persons lawfully claiming. This Grant is intended as a Mortgage to secure the payment of the sum of  
Twelve 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 part 2d of the second part  
but in five years from date with interest from date to maturity as provided by contract  
attached thereto, and interest after maturity in default at the rate of ten per cent per annum  
until fully paid in cash or by Sheriff, due to above described premises.

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 2d 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 part 1st 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

Arthur T. Walker [SEAL]  
Elizabeth S. Walker [SEAL]  
[SEAL]

STATE OF KANSAS,  
County of Douglas ss.

BE IT REMEMBERED, That on this 14<sup>th</sup> day of March A. D. 1908, before me

the undersigned a Notary Public in and for said County and State, came  
Arthur T. Walker and Elizabeth S. Walker,  
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 March 29<sup>th</sup> 1909 Joseph E. Riggs,  
Notary Public.

Filed for Record the 14<sup>th</sup> day of March A. D. 1908, at 2<sup>00</sup> o'clock P. M.

W. Armstrong, Register of Deeds.  
By E. C. Armstrong, Deputy.

In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
29<sup>th</sup> day of July, 1910.

Attest  
Joseph E. Lawrence  
Register of Deeds.

The following is Endorsed on the original instrument.  
After 5 years, when the mortgage is paid in full, this mortgage  
is hereby released, and the same hereby assigned to the  
owner of the premises.

Recorded March 19<sup>th</sup> 1908  
in 15<sup>th</sup> book of 1908