

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

For Release See Book 51 Page 311- For Assignment See Book 51 Page 26

This Indenture, Made this twentieth day of February in the year of our Lord thirteen
hundred and eight, between William T. Sinclair and Mattie
E Sinclair his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of
Eleven Hundred (\$1100.) 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 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: Commencing at the South East
quarter of the North East quarter of Section No. 24, in Township
No. 12, South, of Range No. 17, East, thence running north
10 chains and 50 links to the bank of the Kansas River, thence more or less
thence north 52° west 23 chains 20 links to a stake, thence south parallel with the east line of
said quarter section (39 chains 45 links to the south line of said quarter section, thence east 12 chains
and 30 links to the place of beginning, containing 10 acres more or less; Also all accretions to the above land
from the Kansas River; Also, a right of way along the south side of said north east quarter
of Section No. 24, westward to the public highway, the above described land being
intended to include the 5 acres added to E. S. Pierce by deed recorded in the office of
the Register of Deeds of Douglas County, Kansas, in Book W page 506 and the 25 acres
added to Wm. Brown by deed recorded in said office in Book 47 page 28, the above land being
subject to the right of way of the Kansas City, Fort Scott and Western Railroad.
with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said

William T. Sinclair & Mattie E. Sinclair 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. And they will warrant & defend the same in the
right & reasonable 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
Eleven 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 2 of the second part
twelve years from date hereof, with interest from date to maturity as evidenced 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 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 part 2 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 seal the day and year first above
written.

Signed, Sealed and Delivered in presence of

Wm T. Sinclair [SEAL]
Mattie E. Sinclair [SEAL]
[SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 17 day of February A. D. 1908, before me,



he under-signed _____ a Notary Public in and for said County and State, came

William T. Sinclair and Mattie E. Sinclair, 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 Feb. 27 1909

Joseph E. Riggis Notary Public.

Filed for Record the 28 day of March, A. D. 1908, at 1 o'clock P. M.

Wm. Thompson Register of Deeds.
Ray E. Thompson Deputy.

The following is endorsed on the original instrument.
The note herein described having been paid, this mortgage is hereby
cancelled. Dec. 9th 1909