

MORTGAGE RECORD No. 45.

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

This Indenture, Made this twentieth day of April in the year of our Lord thirteen hundred and Eight between Joseph S. Sullivan & Margaret Sullivan, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Wm. H. Sinclair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six hundred & Fifty (\$650) 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 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:

Lot No. Nine (9), in Block No. Eight (8) in Lane Place in the City of Lawrence.

Parties of the first part hereby agree to maintain insurance \$800. 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 parties of the first part therein. And the said Joseph S. Sullivan & Margaret Sullivan 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 that they will warrant & defend the same in the most possible possession of said second party, his heirs and assigns forever and this Grant is intended as a Mortgage to secure the payment of the sum of \$650

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 party of the second part due in two years from date with interest from date to maturity as evidenced by coupons attached thereto & interest after maturity or default at the rate of ten per cent per annum until fully paid in cash or by Sheriff's Deed to the place described property. 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 party 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 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

Love Vreck

Joseph S. Sullivan [SEAL]

Margaret S. Sullivan [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 6th day of June - A. D. 1208, before me,

the undersigned a Notary Public in and for said County and State, came Joseph S. Sullivan and Margaret Sullivan, 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 29th 1907

Joseph E. Riggs Notary Public.

Filed for Record the 6 day of June - A. D. 1208, at 2³⁰ o'clock P. M.

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

In consideration of full payment of the within mortgage, I hereby release the same this 3rd day of June 1907.

Recorded April 3 1905
Floyd E. Lawrence
Register of Deeds.

The following is indorsed on the original instrument: I do not affirm due to the fact that I am not a full mortgagee, is hereby released and the lien hereby created extinguished. As Witness my hand and seal.

Recorded Nov. 14 1909
Wm. H. Sinclair