

MORTGAGE RECORD No. 45.

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

This Indenture, Made this First day of September in the year of our Lord 1902 hundred and eight, between F. B. Varnum and Martha A. Varnum his wife and L. C. Loring & Wm. Douglas of Douglas in the County of Douglas and State of Kansas, of the first part, and Wm. Sinclair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight hundred (\$800.) 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 y 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 One Hundred & One (101) on Ohio Street, in the City of Lawrence. Parties of the first part hereby agree to maintain insurance of \$1000. on the buildings now on or to be erected on said premises, for the benefit of said second party, his heirs and assigns, during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Parties of the first part 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 quiet & peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of Eight 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 y of the second part due in three years from date, with interest from date to maturity as evidenced by coupons attached thereto & interest after maturity or default at the rate of 10% per annum until fully paid in cash or by Shriffs deed & the 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 y 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 surplus, 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 ies 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

F. B. Varnum [SEAL]
Martha A. Varnum [SEAL]
L. C. Loring [SEAL]
J. O. Loring

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 14th day of September A. D. 1902, before me, the undersigned a Notary Public in and for said County and State, came F. B. Varnum and Martha A. Varnum, 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 Oct. 13 - 1902 C. G. Hawk Notary Public.

Filed for Record the 7th day of Oct, A. D. 1902, at 10 o'clock 9 M.

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

In consideration of full payment of the within mortgage I hereby release the same this 14th day of September 1902.

attest
Flags of Lawrence
Register of Deeds

State of Kansas County of Douglas ss. I, C. G. Hawk, Notary Public in and for said County and State, do hereby certify that the foregoing instrument was duly acknowledged before me on the day and year first above written, and that the said parties of the first part are the lawful owners of the premises therein described, free and clear of all incumbrances, except as therein otherwise expressed. Witness my hand and seal this 14th day of September 1902.

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Deputy.