

MORTGAGE RECORD No. 45.

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

This Indenture, Made this Twentieth day of October in the year of our Lord thirteen
hundred and eight, between Harry E. Eudaly a
single man 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 y of the first part, in consideration of the sum of
Nine Hundred (\$200.) DOLLARS,
to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do he 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:

The North one-half acre of the North one acre of the West two
(2) acres of the North four (4) acres of the South ten (10) acres of the
North fifteen (15) acres of the West quarter (12) acres of the North West quarter
of the South East quarter of Section No. Six (6), in Township No.
thirteen (13), South, of Range No. Twenty (20), East of the 6th P.M.

Part of the first part hereby agrees 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 or assigns during
the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said
Harry E. Eudaly do hereby covenant and agree that
at the delivery hereof he is 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 he will warrant & defend the same in the first
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
Nine Hundred Dollars.

according to the terms of one certain mortgage note this day executed
and delivered by the said Harry E. Eudaly to the said part y of the second part
due in five years from date, with interest from date to maturity as evidenced by coupons attached thereto.
in the event of his maturity or default at the rate of 10% per annum until fully paid in cash or by
installment as hereinafter provided, 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
overplus, if any there be, shall be paid by the part y making such sale, on demand, to said part y of the first part his
heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set his hand and seal the day and year first above
written.

Signed, Sealed and Delivered in presence of

Harry Eudaly

[SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 22nd day of October A. D. 1908, before me,

the undersigned a Notary Public in and for said County and State, came
Harry E. Eudaly - unmarried

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. 29th 1909

Joseph E. Raggio

Notary Public.

Filed for Record the 23rd day of Oct

A. D. 1908, at 9²⁰ o'clock A. M.

W. C. Armstrong

Register of Deeds.

By Chas. C. Armstrong, Deputy.

This mortgage is secured by the original instrument in which it is recorded and the same is hereby acknowledged by the parties thereto. As witness my hand this 29th day of October, 1908.

Recorded Oct 16th 1908

By Chas. C. Armstrong, Deputy

For Assignment See Book 47, Page 70

The following is a copy of the original instrument in which this mortgage is recorded, and the same is hereby acknowledged by the parties thereto. As witness my hand this 29th day of October, 1908.