

MORTGAGE RECORD No. 45.

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

This Indenture, Made this Sixth day of November in the year of our Lord Twentieth hundred and eight, between W. C. Eastman and Verona M. Eastman 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 Seven Hundred (Seventy five) (\$775.) 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 number One Hundred and Thirty-six (136) on Ohio Street, in the City of Lawrence;

Parties of the first part hereby agree to accredit insurance of \$1000. on the building now 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 W. C. Eastman and Verona M. Eastman 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 if delayed the same in the quiet & peaceable possession of said second party, his heirs or assigns forever), against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of \$775.

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 for five years from date with interest from date to maturity or maturity of coupons attached thereto at the rate of 10% per annum until fully paid in cash or by drafts on a bank, recorded 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 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 heirs and assigns.

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

Signed, Sealed and Delivered in presence of W. C. Eastman [SEAL] Verona M. Eastman [SEAL]

STATE OF KANSAS, }
County of Douglas } ss.

BE IT REMEMBERED, That on this 6th day of November A. D. 1908, before me, the undersigned a Notary Public in and for said County and State, came W. C. Eastman and Verona M. Eastman, 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 Mar, 27, 1917 Joseph E. Ringo Notary Public.
Filed for Record the 7th day of Nov. A. D. 1908, at 10 o'clock A. M.
W. H. Armstrong Register of Deeds.
By Erville Armstrong Deputy.

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