

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

This Indenture, Made this Fourth day of January, in the year of our Lord one thousand nine hundred and nine, between Sarah A. Lincoln and C. S. Lincoln, her husband, of Douglas 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 parties of the first part, in consideration of the sum of One Hundred and Fifty (\$150.) 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:

Lots Nos. Two Hundred and Forty-two and Two Hundred and Forty-four (242 & 244) on the North Side of Elm Street, in Sub-division of South Half of Block No. Five (5) in that part of the City of Lawrence known as North Lawrence. Parties of the first part agree to maintain insurance of \$250.00 on building now on or to be erected on said premises, for the benefit of said second party, his heirs and assigns, during the term 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 Sarah A. Lincoln & C. S. Lincoln 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 that they will warrant & defend the same in the quiet and 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 \$150.

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 three years from date, with interest from date to maturity as evidenced by any promissory notes, and interest after maturity or default at the rate of 10% per annum until fully paid in cash or by Sheriff's sale to some owner's 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 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 parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Sarah A. Lincoln [SEAL]  
C. S. Lincoln [SEAL]

## STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, that on this 5<sup>th</sup> day of January, A. D. 1909, before me,

the undersigned a Notary Public in and for said County and State, came Sarah A. Lincoln and C. S. Lincoln - her husband 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 29 - 1909

Joseph E. Riggs Notary Public.

Filed for Record the 5<sup>th</sup> day of Jan, A. D. 1909, at 4<sup>30</sup> o'clock P. M.

Alb. Armstrong Register of Deeds.  
By Alice E. Armstrong Deputy.

The following is endorsed on the original instrument:  
This note having been paid in full, this mortgage is hereby released and the same is hereby discharged. At witness my hand and seal this 5th day of January, A. D. 1909.  
Wm. T. Sinclair  
Chas. W. Antles

Recorded May 7 1912  
Floyd L. Lawrence  
Register of Deeds.