

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 1st day of March in the year of our Lord 1909
hundred & nine, between Peter Kalston, a single man
 of Douglas in the County of

Douglas and State of Kansas, of the first part, and
Wm. P. Sinclair of Lawrence Kansas of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of
Four hundred DOLLARS,
 to him duly paid, the receipt of which is hereby acknowledged, hath sold, and by these presents doth 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:

The South half of the North West quarter of Section
No. Thirty (30) in Township No. Thirteen (13) S of Range
No. Twenty (20) East of 6th Principal Meridian,
containing 80 acres of land more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
Peter Kalston doth 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 quiet enjoyment

possessor 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

Four hundred dollars
 according to the terms of one certain mortgage note this day executed

and delivered by the said party of the first part to the said party of the second part
for 8 years from date with interest from date to maturity as evidenced by promissory note
made and entered before him, to be payable at the rate of 10 per cent per annum until fully paid
in cash or by Sheriff's Deed to 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 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 party of the first part, his
 heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Peter Kalston [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of March, A. D. 1909, before me,

6783

Peter Kalston, a single man

a Notary Public in and for said County and State, came

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 Jan. 23 - 1912

C. M. Mauter Notary Public.

Filed for Record the 3 day of Mar, A. D. 1909, at 9 o'clock A. M.

Henry Lawrence Register of Deeds.
Deputy.

(For Assignment See Book 57 Page 432)

For Release See Book 57 Page 361

This instrument is entered on the official instrument

Recorded March 3 1914