

MORTGAGE RECORD No. 45.

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

This Indenture, Made this Twenty-first day of March in the year of our Lord Thirteen
Hundred and Nine, between Lewis L. Phillips and Cora V. Phillips
his wife, 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 parties of the first part, in consideration of the sum of
One Thousand (1000.) 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, for ever, all that tract or parcel of land situated in the County of Douglas,
 and State of Kansas, described as follows, to-wit:

The south ninety (90) feet of Lot Twenty-one (21) and
Twenty-three (23), and the east half of Lot Twenty-five (25),
all in Block No. Nineteen (19), in that part of the city of
Lawrence known as West Lawrence as per plat on file
in the office of the Clerk of the District Court, in suit gills vs.
Felley et al;

Parties of the first Part agree to maintain insurance of (500.)
 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 parties of the first part therein. And the said
Lewis L. Phillips and Cora V. Phillips 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 and defend
the same in the quiet and peaceable possession of said second party, his heirs and
assigns forever against all lawfully claiming the same This Grant is intended as a Mortgage to secure the payment of the sum of
One Thousand 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 party of the second part
due in five years from date, with interest from date to maturity as evidenced by
coupons attached hereto and interest after maturity or default at the rate of
ten per cent per annum until fully paid in cash or by the diff's deed is above described,
 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 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 seals the day and year first above
 written.

Signed, Sealed and Delivered in presence of

Lewis L. Phillips [SEAL]Cora V. Phillips [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.BE IT REMEMBERED, That on this 28th day of March A. D. 1909, before me,

the undersigned a Notary Public in and for said County and State, came
Lewis L. Phillips and Cora V. Phillips, his wife,

to me personally known to be the same
 persons 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 30th 1912.Jennie Pratt Notary Public.Filed for Record the 27th day of March A. D. 1909, at 11 o'clock A. M.

Floyd L. Lawrence Register of Deeds.
Winnie A. F. Lawrence Deputy.

(For Assignment See Book 57 Page 100)

The following is endorsed on the original instrument:
 The note herein described having been paid in full, this mortgage is hereby released and the
 lien thereby created discharged. As witness my hand this 27th day of March A. D. 1909.

Wm. T. Sinclair
Chief Bookkeeper
Wm. T. Sinclair
Chief Bookkeeper

Recorded May 8 1911
Floyd L. Lawrence
Register of Deeds

The following release was attached to the original mortgage:
 The note herein described having been paid in full, this mortgage is hereby released and the
 lien thereby created discharged. As witness my hand this 27th day of March A. D. 1909.