

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 18th day of December in the year of our Lord Nineteen
hundred and Nine, between Lizzie Carter, a widow
of Lawrence in the County of

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

Witnesseth, That the said party of the first part, in consideration of the sum of
One Hundred and Fifty (\$150) DOLLARS,
to her duly paid, the receipt of which is hereby acknowledged, has 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:

Lot No. Eight (8) in Sinclair's Sub-division in the City of
Lawrence

Parties of the first part hereby agree to maintain insurance
of \$250. on the building 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 party of the first part therein. And the said
Lizzie Carter doth hereby covenant and agree that
at the delivery hereof she is the lawful owner of the premises, above granted, and seized of a good and indefensible
estate of inheritance therein, free and clear of all incumbrances and that she will warrant to defend the same in the
quiet and peaceable possession 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
\$150

according to the terms of one certain Mortgage note this day executed
and delivered by the said party of the first part and William Carter, her husband 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 thereto

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, her 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 of the first part making such sale, on demand, to said party of the first part, her
heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Witness to mark
Lena Wreck

Lizzie (X) Carter [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 18th day of December A. D. 1909, before me,

the undersigned a Notary Public in and for said County and State, came
Lizzie Carter, a widow

(L.S.)

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 30 1913

Joseph E. Riggs
Notary Public.

Filed for Record the 18th day of Dec A. D. 1909 at 2 o'clock P. M.

Floyd L. Lawrence Register of Deeds.
Deputy.

(In Release see Book 51 Page 506)

(In Assignment see Book 51 Page 1192)

The instrument is recorded on the original instrument.

Recorded - Index - 1911