MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan. This Thidenture, Made thisthisty finding of December in the year of our Lord Rimeteen hundred and rime , between E. E. Phillips and Jessie M. Phillips of Lawrence his wife Douglas and State of Kansas, of the first part, and_ Wow J. Sinclair, of same place ______ of the second part: Witnesseth, That the said part is f the first part, in consideration of the sum of One shindred and ten DOLLARS to Themstuly paid, the receipt of which is hereby acknowledged, has 2 sold, and by these presents do _____grant, bargain, sell and mortgage to the said part y of the second part hiv heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, Commencing twenty (20) rode East of the north West comer of the vouch West guarter of the north West guarter of dection no Iwenty-nine QP in township no. Iwelve (12) South of Range no Iwenty (20) East thence running South forty (40) roder, thence east twelve (2) rode thence north forty (40) roder thence West twelve (12) rode to the place of Beginning in Addition no. Ieven (7) in north Lawrence, According to The plat thereof. with all the appurtenances, and all the estate, title and interest of the said partassof the first part therein. And the said_ E. E Phillips and Jusie 9n, Phillips at the delivery hereof they are the lawful owner S of the premises, abo _____do___hereby covenant and agree that the lawful owner S of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances_ . This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred Dollars according to the terms of one certain moter_____this day executed_____ and delivered by the said Casties of the first fart and delivered by the said <u>Carties of the first part</u> to the said part y of the second part due in (1) one year from the date hereof, with interest as provided therein, 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 part gof the second part, his executors, administrators and assigns, at 2 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 part of unaking such sale, on demand, to said Parties of the first Part the heirs and assigns. IN WITNESS WHEREOF, The said participof the first part hat hereunto set thereinands and seal Sthe day and year first above written. E. E. Phillips Jessie m. Phillips Signed, Sealed and Delivered in presence of [SEAL] __[SEAL] [SEAL] STATE OF KANSAS, Danglas County 31 et _day of December A. D. 1909, before me, BE IT REMEMBERED, That on this. a Notary Public in and for said County and State, came Phileips and pessie m. Philips, his wife IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. Joseph & Riggs Notary Public My Commission Expires Trich 30" 1913 _____day of Jan _____ A. D. 12/0_, at 2 0 clock P. M. Filed for Record the_____ _ Hoyd L. Lawence___ Register of Deeds. Minne a. J. Lawrence Deputy.

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(The following is endorsed on the original instrument) note herein described having bren puid in full, his mortynge is herby referand a