

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

This Indenture, Made this Twenty-third day of February, in the year of our Lord Nineteen hundred and Ten, between Celia A. Richardson and J. C. Richardson, her husband, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Wm. J. Sinclair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Hundred (\$300) 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:

Lot No. Eighty-seven (87), on New Jersey Street, in the City of Lawrence, Parties of the first part agree to maintain insurance of \$400. on the buildings now on or to be erected on said premises, for the benefit of said second party, his heirs and 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 Celia A. Richardson and J. C. Richardson 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 or assigns forever against all persons but not claiming the same This Grant is intended as a Mortgage to secure the payment of the sum of Three Hundred 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, with interest from date to maturity or default at the rate of 10% per annum until fully paid in cash or by Sheriff's deed to above described 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 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

Witness to mark: Lena Wreck

Alice Sinclair

Celia A. Richardson [SEAL]

J. C. Richardson [SEAL]

Alice Sinclair [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 7th day of March A. D. 1910, before me,

the undersigned a Notary Public in and for said County and State, came Celia A. Richardson and J. C. Richardson, her husband,

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 Feb. 21st 1914

Lena Wreck Notary Public.

Filed for Record the 8th day of March

A. D. 1910, at 4 30 o'clock P. M.

Hynd L. Lawrence Register of Deeds.
Minnie A. F. Lawrence Deputy.

The foregoing instrument recorded in Book 51 of Page 489 may have been intended as an assignment of this mortgage the parties covenanted and then being no more