

# MORTGAGE RECORD No. 45.

513

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

This Indenture, Made this Ninth day of April in the year of our Lord Nineteen  
hundred and Ten, between Madison S. Root and Sarah C. Root,  
his wife, 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 part first of the first part, in consideration of the sum of  
Four Hundred (\$400) DOLLARS,  
to themselves paid, the receipt of which is hereby acknowledged, has 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:

The North Six (6') feet of Lot No. Twelve (12), in Block No. Six (6) of Babcock's Addition to the city of Lawrence; Also beginning at the North east corner of said Lot No. twelve (12) in Block No. Six (6) of Babcock's Addition to Lawrence, thence running North on the West line of Kentucky street in said City, Forty-four (44') feet, thence West One Hundred and twenty-five (125') feet, thence South Forty four (44') feet to the North West corner of said Lot No. 12, thence east One Hundred and Twenty-five (125') feet to the place of beginning, the tract of land last above described comprising a portion of Morris Street vacated and the south part of Lot No. Four (4) in Parkers Addition to the city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said  
Madison S. Root and Sarah C. Root do hereby covenant and agree that

at the delivery hereof they are 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 and that they will guarantee and defend the same in the  
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 parties of the first part to the said part of of the second part  
due in 6 years from date, given as part purchase money of a portion of above described premises,  
with interest from date to maturity as evidenced by coupons attached thereto and interest after maturity  
or default at 6% per annum until paid in cash by sheriff's deed,  
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 of 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 part of making such sale, on demand, to said parties of the first part, their  
heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Madison S. Root, [SEAL]

Sarah C. Root, [SEAL]

STATE OF KANSAS,

Douglas County, } ss.

BE IT REMEMBERED, That on this 13<sup>th</sup> day of April A. D. 1910, before me,

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

Madison S. Root and Sarah C. Root, his wife,

person s 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. 21<sup>st</sup> 1911

Lena Uruck, Notary Public.

Filed for Record the 13<sup>th</sup> day of April A. D. 1910, at 10<sup>45</sup> o'clock A. M.

Hoyd L. Lawrence Register of Deeds.

Minnie A. Lawrence Deputy.

In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
13<sup>th</sup> day of April, 1910...

Wm J Sinclair

Alfred L. Lawrence  
of Douglas County, Kansas