

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this Twenty sixth day of May in the year of our Lord Nineteen Hundred and Nin, between Helia E. Gibson an unmarried woman of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Wm. B. Sinclair of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One Hundred and Eleven and 85/100 (\$111.85) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, hath 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:

Commencing on the East side of Indiana Street at the South West corner of Lot No. 10 (10) on Elliott Street in Block No. 207 (40) in that part of the City of Lawrence known as West Lawrence; thence running North Fifty (50) feet; thence East One Hundred (100) feet; thence South Fifty (50) feet; thence West One Hundred (100) feet to the place of beginning, being the South Fifty feet of Lots Nos. Eight (8) and Ten (10) on Elliott Street, in said Block No. 207 (40), West Lawrence.

Subject to a prior Mortgage of \$400, dated June 30, 1909, and recorded in Book 43 of Mortgages, at Page 309 Douglas County Records.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Helia E. Gibson 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 indefeasible estate of inheritance therein, free and clear of all incumbrances except as noted above, and that she will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever against all lawful claims. This Grant is intended as a Mortgage to secure the payment of the sum of \$111.85

according to the terms of one certain Mortgage note this day executed and delivered by the said Helia E. Gibson to the said party of the second part due in two years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of 10% per annum until fully paid in cash or by Sheriff's Deed to above described premises, 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 party of the first part her heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Helia E. Gibson [SEAL]

[SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 27 day of May A. D. 1910, before me,

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

Helia E. Gibson unmarried

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 July 5 1911

Bertrude Standing

Notary Public.

Filed for Record the 28 day of May A. D. 1910, at 10<sup>42</sup> o'clock A. M.

Floyd L. Lawrence Register of Deeds.  
Mammaduke W. Connell Deputy.

The following is endorsed on the official instrument:  
 This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. At witness my hand this 27 day of May, A. D. 1910.  
Gloria Friedman  
John Welch  
 Recorded May 26 1910  
 Floyd L. Lawrence  
 Register of Deeds  
 Douglas County, Kan.