

MORTGAGE RECORD No. 45.

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

This Indenture, Made this Twenty-fifth day of August in the year of our Lord 1910
hundred and ten between Edward E. Pearson and Frances W. Pearson, his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Wm. T. Sinclair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Three Hundred \$300.00 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. Seventy-five and the North 1/2 of Lot No. Seventy-seven (77), on the West side of Indiana Street, in Block No. Eighteen (18), in that part of the City of Lawrence known as West Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Edward E. Pearson and Frances W. Pearson 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
of the said party of the second part, 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
Three hundred dollars

according to the terms of one certified 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 after date, with interest from date to maturity as evidenced by coupons attached thereto, and guaranteed by the said party of the first part to the said party of the second part in cash or by check to be paid to some discount 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

Edward E. Pearson [SEAL]
Frances W. Pearson [SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 25th day of August A. D. 1910, before me,

the undersigned a Notary Public in and for said County and State, came
Edward E. Pearson and Frances W. Pearson,
his wife 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 Feb 21st 1911

Lena Vlach Notary Public.

Filed for Record the 25 day of Aug. A. D. 1910, at 2⁰⁰ o'clock P. M.

Floyd L. Lawrence Register of Deeds.
Wm. A. G. G. G. G. Deputy.

(For Assignment see Book 54, Page 151)

(For Release see Book 54, Page 116)