

MORTGAGE RECORD No. 45.

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

This Indenture, Made this Twelfth day of September in the year of our Lord nineteen
hundred and ten, between Martha C. Allen and Frank D. Allen
her husband of _____ in the County of
Lawrence and State of Kansas, of the first part, and
Wm. G. Sinclair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred (\$500.) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, he 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:

Lots nos. One Hundred and Nineteen (119), One Hundred and twenty-one, ⁽¹²¹⁾ One Hundred and Twenty-three (123), One Hundred and Twenty-five (125) and One Hundred and Twenty-seven (127) all on High Street, in Baldwin City.
Parties of the first part hereby agree to maintain insurance of \$1000. on the buildings now 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 in the estate, title and interest of the said part recd of the first part therein. And the said Martha Ellen and Frank D Allen do hereby covenant and agree that at the delivery hereof they are 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 and that they will warrant and defend the same in the quiet and peaceable possession of said second party his heirs assigns forever against all persons lawfully claiming the same This Grant is intended as a Mortgage to secure the payment of the sum of Nine Hundred Dollars according to the terms of one certain mortgage note this day executed.

and delivered by the said said parties of the first part to the said part 4 of the second part two and three years from date, with interest from date to maturity as evidenced by coupons attached thereto to be interest after maturity or default at the rate of 10 per annum until fully paid in cash as by Sheriff's deed to the 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 be 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 4 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 hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 14th day of September A. D. 1910, before me,

the undersigned a Notary Public in and for said County and State, came
Martha E. Allen and Frank D. Allen, her husband

_____ 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 1914 Lena Brech

Filed for Record the 14 day of Sept A. D. 1910, at 1:55 o'clock P M.

Hoyd Lawrence Register of Deeds.
Deputy.

The note herein described is a 100.00 paid in full, this 1st day of September, 1935, on whereby created discharged. At witness my hand, this day of September, A. D. 1935.

Frank P. Lewis by Frank P. Lewis

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Recorded Sept 27 1912
Hobbs & Lawrence