

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 12th day of November in the year of our Lord 1910.
One Hundred and ten, between Christ Eberhardt and Marie Eberhardt, his wife
Douglas and State of Kansas, of the first part, and
Wm. F. Sinclair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
One Hundred (\$100.00) DOLLARS,
 to themselves paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage
 to the said part 4 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 One Hundred & Twelve (112) on New York Street in the City of Lawrence, said premises being the homestead of said parties of the first part

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

Christ Eberhardt and Marie Eberhardt 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 the same in the first
possible possession of said second party, 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
One 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 4 of the second part
due in three 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 ten per cent 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 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 part 4 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
Wm. F. Sinclair
Lena Weck

Joe E. Rogers

Christ Eberhardt [SEAL]

Marie Eberhardt [SEAL]

mark [SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 11th day of November A. D. 1910, before me,

the undersigned a Notary Public in and for said County and State, came
Christ Eberhardt and Marie Eberhardt
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 1914

Lena Weck
 Notary Public.

Filed for Record the 12 day of Nov A. D. 1910, at 11 o'clock 9 M.

Wm. F. Sinclair Register of Deeds.
Deputy.

The sole herein described having been tried to fully, fully, and the
 have been created and created. As witness my hand and seal this 12th day of November, 1910.

Recorded Jan 14 1913
 Wm. F. Sinclair
 Register of Deeds