

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 10th day of December in the year of our Lord Nineteen  
hundred and ten (1910), between H.P. Sims, unmarried  
of Lawrence in the County of

Douglas and State of Kansas, of the first part, and \_\_\_\_\_ of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of  
Three Hundred and no/100 (\$300.00) DOLLARS,  
to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage  
to the said part 2 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 Numbered One (1), Two (2), Three (3), Four (4), Five (5), Six (6),  
Seven (7) and Eight (8) in Block Number Twenty Seven (27)  
University Place Annex, Adjoining City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said \_\_\_\_\_  
H.P. Sims do hereby covenant and agree that  
the delivery hereof he 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 \_\_\_\_\_

This Grant is intended as a Mortgage to secure the payment of the sum of  
Three Hundred Dollars  
according to the terms of one certain note this day executed  
and delivered by the said H.P. Sims to the said part 2 of the second part

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 2 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 2 making such sale, on demand, to said H.P. Sims, his  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1 of the first part has hereunto set his hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in presence of

H.P. Sims [SEAL]

[SEAL]

[SEAL]

## STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 10th day of December A. D. 1910, before me,  
Frank E. Banks a Notary Public in and for said County and State, came  
H.P. Sims, unmarried

\_\_\_\_\_ 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 November 8th 1912

Frank E. Banks

Notary Public.

Filed for Record the 12 day of Dec A. D. 1910, at 2 o'clock P. M.

Floyd L. Lawrence Register of Deeds.  
Deputy.

In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
\_\_\_\_\_ day of \_\_\_\_\_, 1912

attest  
Floyd L. Lawrence  
Register of Deeds