

## MORTGAGE RECORD No. 49.

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

This Indenture, made this third day of June in the year of our Lord one thousand nine hundred and eleven, between Arthur G. Walker and Elizabeth S. Walker his wife of Lawrence in the County of Douglas State of Kansas, of the first part, and Wm. Sinclair of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Twenty one Hundred 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 part 2d 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 A, B, C, D, E in Block One (1) except 20 feet off south  
side Lot B. all in University Place an addition to the City of  
Lawrence

First parties agree to maintain insurance for benefit  
of second party and assigns during continuance of this  
loan for the sum of at least Two Thousand Dollars

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Parties of the first part do hereby covenant and agree that

at the delivery hereof they are the lawful owner<sup>s</sup> 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 2<sup>d</sup> party, his heirs and  
assigns against lawful claimants This Grant is intended as a Mortgage to secure the payment of the sum of

Twenty one hundred Dollars

according to the terms of one certain Mortgage this day executed and delivered by the said Parties of the first part to the said part 2d of the second part due in 5 years from date with interest as specified in said  
note and Coupons attached

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 2d 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 sale, and the overplus, if any there be, shall be paid by the part 2d making such sale, on demand, to said Parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

Arthur G. Walker [SEAL]

Elizabeth S. Walker [SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED That on this 3<sup>d</sup> day of June A. D. 1911, before me,

Joseph E. Riggs a Notary Public in and for said County and State, came Arthur G. Walker and Elizabeth S. Walker  
his wife to me personally known to be the same person<sup>s</sup> 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 June 30 1913

Joseph E. Riggs  
Notary Public.

Filed for Record the 6 day of June A. D. 1911, at 3<sup>00</sup> o'clock P. M.

Lloyd L. Lawrence Register of Deeds.

Deputy.

The following is endorsed on the original (see next)

Recorded May 21, 1911.

This mortgage is subject to the original (see next)

Arthur G. Walker

Elizabeth S. Walker

(For Part 11 see Part 4 Page 611)

The following is endorsed on the original (see next)

Recorded June 18, 1911.