

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co. Printers, Builders and Blank Book Makers, Lawrence, Kas.

This Indenture, made this thirtieth day of August in the year of our Lord 1911 Numbered 11 Eleven, between G. H. M. Howden, a single man of Lawrence in the County of

Kansas and State of Kansas, of the first part, and John G. Sinclair of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Five Hundred (\$500) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he sold, and by these presents doth 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 numbered 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 on the South side of Walnut Street in Simpson's Subdivision, an addition to that part of city of Lawrence known as North Lawrence

Party agree to maintain insurance on the building, thereon situated during the existence of this mortgage in the sum of at least \$500. fire and tornado, the policies to be and remain in possession of second party or assigns

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said G. H. M. Howden doth hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises, above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances and that he will warrant and defend the same in the first and possible process of said 2nd Party, his heirs and assigns against all lawful claimants

This Grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollars

according to the terms of One certain Mortgage note this day executed

and delivered by the said party of the first part to the said party of the second part due in \$5 from date with interest payable to maturity as evidenced by Coupons attached thereto, and interest after maturity or default at rate of 10 per cent per annum.

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 party of the first part, his heirs and assigns.

IN WITNESS WHEREOF, The said party 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 G. H. M. Howden [SEAL] [SEAL] [SEAL]

STATE OF KANSAS, } ss. Douglas County

BE IT REMEMBERED, That on this 30th day of August A. D. 1911, before me, G. H. M. Howden, a single man a Notary Public in and for said County and State, came

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 Jan 25 1912 S. M. Munter Notary Public.

Filed for Record the 31 day of Aug A. D. 1911, at 9 o'clock 9 M. Thos L Lawrence Register of Deeds. Deputy.

For Release See Book 51 Page 304
(-After Assignment See Book 51 Page 299-)

This Indenture is endorsed on the original 2nd part
Recorded April 3rd 1912