

MORTGAGE RECORD No. 49.

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

This Indenture, Made this fourth day of December in the year of our Lord 1912
thousand and twelve, between J. B. Elliott and Jennie Elliott,
his wife, of Douglas in the County of
Douglas and State of Kansas, of the first part, and
Wm. P. Sinclair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Three Hundred and Fifty (\$350.00) 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 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 Seventy one (171) and One Hundred and seventy three (173)
on Locust street, in Block No. Four (4) in that part of the City of Lawrence known as North
Lawrence; Said parties of the first part hereby agree to maintain insurance of \$600. on the
buildings now on or to be erected on said premises, for the benefit of said second party, his
heirs or assigns, during the existence of this loan

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
J. B. Elliott and Jennie Elliott do hereby covenant and agree that
at the delivery hereof they are the lawful owners 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 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
\$350.

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 party 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 10% per annum until
fully paid, said note of \$350 being given as part of the purchase money of 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 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 parties of the first part, their
heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

J. B. Elliott [SEAL]
Jennie Elliott [SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 24th day of December A. D. 1912, before me,
the undersigned a Notary Public in and for said County and State, came
J. B. Elliott and Jennie Elliott, his wife,
to me personally known to be the same
persons 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 May 21st 1914

Lena Urech Notary Public.

Filed for Record the 24th day of December A. D. 1912, at 3:30 o'clock P. M.

Floyd S. Lawrence Register of Deeds.
R. M. M. Cornell Deputy.

(For Release see Book 57, Page 512)