

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON &amp; CO. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 9<sup>th</sup> day of March in the year of our Lord, 1923 hundred and three (1923), between Georgia F. Dyke (formerly Georgia F. Freyer) and G. J. Dyke her husband of in the County of \_\_\_\_\_ and State of Kansas, of the first part, and \_\_\_\_\_ of the second part:

M. A. Johnson Witnesseth, That the said parties of the first part, in consideration of the sum of Eight 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 party of the second part her 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: Begin at the intersection of the West side of Lincoln Street with the South side of Weithers Street in the City of Lawrence; thence South seventy five (75) feet; West One hundred and seventeen (117) feet; North seventy five (75) feet; East One hundred and seventeen (117) feet to beginning all in the North east quarter of Sec. 36-12-19.

with all the appurtenances, and all the estate, title and interest of the said part 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 owners 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 Eight Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Georgia F. Dyke and G. J. Dyke to the said party of the second part payable two years from date at the Lawrence Nat Bank of Lawrence, Kansas.

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 her 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 Georgia F. Dyke her 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

Georgia F. Dyke [SEAL]  
G. J. Dyke [SEAL]  
[SEAL]

Territory of Oklahoma  
STATE OF KANSAS,  
County of Cloud ss.

BE IT REMEMBERED, That on this 11<sup>th</sup> day of March A. D. 1923, before me North Farmer a Notary Public in and for said County and State, came Georgia F. Dyke and G. J. Dyke her husband 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 Oct 10 1925

North Farmer Notary Public.

Filed for Record the 19<sup>th</sup> day of March A. D. 1923, at 11<sup>15</sup> o'clock P. M.

A. W. Armstrong Register of Deeds.  
J. C. Bowman Deputy.

The following is enclosed with the original instrument. The note herein described having been paid in full, this mortgage is hereby released, and the same hereby created. The witness my hand this 9<sup>th</sup> day of April A.D. 1924 M. A. Johnson

Recorded April 5 1924  
Shay L. Lawrence  
Register of Deeds