

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this twentieth day of April in the year of our Lord, Nineteen hundred and Three, between Al W. Armstrong and Lizzie B. Armstrong Husband and Wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Wm. P. Bowman of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven Hundred & 700 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: Lot No. Twenty (20) and South half of Lot No. Twenty one (21) in Block No. Twenty Two (22) Sinclair's Addition to City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Al W. Armstrong and Lizzie B. Armstrong 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 Seven Hundred Dollars according to the terms of one certain Note this day executed and delivered by the said First Parties to the said party of the second part Payable in Eighteen months after date interest at 6%. Being for a part of the purchase price

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 Al W. Armstrong his 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 Al W. Armstrong [SEAL-] Lizzie B. Armstrong [SEAL-]

STATE OF KANSAS, } ss. County of Douglas } BE IT REMEMBERED, That on this 20th day of April A. D. 1923, before me J. B. Bowman a Notary Public in and for said County and State, came Al W. Armstrong and Lizzie B. Armstrong Husband and Wife 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 July 27th 1927 J. B. Bowman Notary Public.

Filed for Record the 21st day of April A. D. 1923, at 11⁵⁵ o'clock A. M. Al W. Armstrong Register of Deeds. By J. B. Bowman Deputy.

The following is inserted in the original instrument. The note herein mentioned is hereby acknowledged by the parties to the mortgage and the mortgage is hereby acknowledged by the parties to the note. The mortgage is hereby acknowledged by the parties to the note. The note is hereby acknowledged by the parties to the mortgage. Recorded August 16, 1923. A. W. Armstrong, Register of Deeds.