

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 14th day of May in the year of our Lord, Nineteen
hundred and three, between Low E. Durdand and Frank C. Durdand his
land and wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Geo. C. Durdand of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of Four 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 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 Number Seventy Nine (79) on Tennessee Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said _____ do hereby covenant and agree that at the delivery hereof they are the lawful owner^s of the premises, above granted, and seized of a good and inalienable 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
Two Hundred Dollars
 according to the terms of one certain promissory note this day executed _____

and delivered by the said parties of the first part to the said parties of the second part payable six years after date with interest from date at the rate of five per cent per annum payable semi annually according to twelve interest coupons attached to said notes

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 parties of the second part heirs 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 parties of the second part making such sale, on demand, to said Lawrence B. Duesland heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Geo. A. Banks

Low E. Dunsland [SEAL.]

Frank C. Durland [SEAL.]

[SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 22nd day of May A. D. 1902, before me

Res. A. Banks a Notary Public in and for said County and State, came
John E. Durland and Frank C. Durland husband and
wife to me personally known to be the same
 person(s) 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 Nov 27 1926 Geo. A. Donke
Notary Public.

Filed for Record the 22nd day of May A. D. 1922, at 2⁰⁰ o'clock P. M.

Alt. Armstrong Register of Deeds.

Big J. C. Lowman Deputy.

"The following is entered on the Imperial Government Release. The note Express Absent is given here for the purpose of being returned to the sender. The note is dated 1st July 1913. It is not necessary to have the note signed by the sender. The note is dated 1st July 1913."

Recorded July 28th 1930
 All Monksbury
 Registered

(The following is endorsed on the original instrument)

Recorded May-18-90-