

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 26th day of January in the year of our Lord, Nineteen Hundred and Six between Franklin C. Williams and Marietta Williams his wife of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Douglas _____ and State of Kansas, of the first part, and
Mechanics Loan and Savings Bank _____ of the second part:

Witnesseth, That the said parties of the first put, 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 — its — 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: Beginning forty four (44) rods East of the South West corner of the North West quarter (16) of the North West quarter (16) of Section Twenty-nine (29) in Township Twelve (12) South of Range Twenty (20) East of the 6th R. M. Thence North Twenty two rods, East Sixteen (16) rods, South Twenty (20) rods, West Sixteen (16) rods to place of beginning, thence in addition Northward Eight (8) in that part of the City of Lawrence, known as North Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part one 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 infeasible 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 Mortgage Note this day executed
and delivered by the said _____ Parties of the First Part to the said party of the second part
Payable five years after date with interest thereon according to the terms of
said note and coupons thereto attached

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 the 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 Heirs 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

Hugh Blair

Franklin V. Williams [SEAL]

Maria D. Williams [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 27th day of January A. D. 1927 before me
Hugh Blair a Notary Public in and for said County and State, came
Franklin J. Williams & Maria D. Williams (his 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 28 Dec 1995 Hugh Blair Notary Public.

Filed for Record the 28th day of January A. D. 1933, at 6¹⁵ o'clock A. M.
A. W. Armstrong Register of Deeds
Deputy

Recorded June 15 1909
 Floyd Lawrence
 Registrar, St. Cloud.

The following is under seal. The original document
and the foregoing described having been filed this morning at New York, released
and the Civil Society created and charged as Whites met here this day June 20 1909
together with the official seal of the Traveling man & Savings Bank. Howard President of the
other (Comp Seal)
W. H. Wood
New York Loan & Savings Bank of America