

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this 21<sup>st</sup> day of March in the year of our Lord, 1905  
hundred and four, between James H. O'Bryen and Nora Simon O'Bryen, his wife,  
of Lawrence in the County of Douglas and State of Kansas, of the first part, and Jessie H. Ertley, of Lawrence  
Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
One thousand 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 part of 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:

Commence at a point on the west line of Ohio Street in the City of Lawrence, Severely five (75) feet south of its intersection with the south line of Quincy Street, being the south east corner of land owned by Edgar H. Bailey; thence south along the west line of said Ohio Street severely five (75) feet to the northeast corner of land owned by Frank H. Blackman; thence west along the north line of the land of said Blackman, One hundred and twenty five (75) feet; thence north parallel with said Ohio Street severely five (75) feet to the land of said Bailey; thence east along the south line of the land of said Bailey One hundred and twenty five feet to the place of beginning, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James H. O'Bryen,  
he is the lawful owner 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  
One thousand dollars  
according to the terms of one certain promissory note this day executed  
and delivered by the said James H. O'Bryen and wife to the said parties of the second part

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 part of 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 sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to said James H. O'Bryen, his  
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

James H. O'Bryen [SEAL]  
Nora Simon O'Bryen [SEAL]  
[SEAL]

## STATE OF KANSAS.

County of Kansas

BE IT REMEMBERED, That on this 21 day of March A. D. 1905, before me

J. D. Simon a Notary Public in and for said County and State, came  
James H. O'Bryen and Nora Simon O'Bryen, 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 March 3 1906 J. D. Simon, Notary Public.

Filed for Record the 21 day of March A. D. 1905 at 2:40 o'clock P. M.

W. W. Armstrong Register of Deeds.  
Deputy.

them  
his wife,  
in the County of

the second part:  
tion of the sum of  
Dollars,  
s, sell and mortgage  
County of Douglas,

township  
ce north  
d to section  
to 5 acres of  
Also -  
township is  
by Road, thence  
and 100 feet  
ing. Also  
township  
ence north 18 Rods

mant and agree that  
ood and inalienable  
defend the  
part, his heirs  
payment of the sum of

of the second part  
as evidenced  
the rate of  
of the premises  
or any part thereof, or  
the whole amount shall  
ers and assigns, at any  
moneys arising from  
s, and the overplus, if  
to their

ay and year first above  
[SEAL]  
[SEAL]  
[SEAL]  
(Seal)

D. 1905 before me  
ounty and State, came  
is,  
known to be the same  
me.  
al seal on the day and

Notary Public.  
M.  
Register of Deeds.  
Deputy.

The following is endorsed on the original instrument:  
The parties hereto executed this mortgage in full of the mortgage  
to which they were indebted and the same is hereby acknowledged and charged  
as William H. and this 21 day of Nov. 1905.

Witness my hand and seal this 21 day of March 1905.  
J. D. Simon

Remedy 1905 23-1905  
W. W. Armstrong  
Register of Deeds