

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this Ninth day of April in the year of our Lord, Thirteen hundred and four, between Kelly Boyd and Archie Boyd, her husband, of Kansas City in the County of Wyandotte and State of Kansas, of the first part, and E. G. Colby, of the second part:

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

Lot numbers ten (10) Eleven (11) and Twelve (12) of Solomon's Subdivision of Block number Nine (9) of Babcock's Addition to 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 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 Three hundred dollars according to the terms of and certain Note this day executed

and delivered by the said Parties of the first part to the said part of the second part Payable three years after date with interest in meantime according to Coupons attached to said note at 10% after maturity or default.

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 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 part of making such sale, on demand, to said Parties of first part, their 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

Hugh Blair

Kelly Boyd [SEAL]  
Archie Boyd [SEAL]  
[SEAL]

STATE OF KANSAS,

Douglas County }

BE IT REMEMBERED, That on this 9<sup>th</sup> day of April A. D. 1904 before me

Hugh Blair a Notary Public in and for said County and State, came Kelly Boyd and Archie Boyd, 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 18<sup>th</sup> Decr. 1905 Hugh Blair Notary Public.

Filed for Record the 11<sup>th</sup> day of April A. D. 1904 at 1<sup>st</sup> o'clock P. M.

W. J. Armstrong Register of Deeds.  
Deputy.

This Indenture is subject to the original mortgage  
 The Note given hereunder being duly paid in full this mortgage  
 as being complete and the same being paid in full  
 as witness my hand this 18<sup>th</sup> day of April A. D. 1904  
 E. G. Colby  
 Registered  
 April 19 - 1905  
 W. J. Armstrong  
 Register of Deeds