

MORTGAGE RECORD No. 42.

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This Indenture, Made this 19th day of April in the year of our Lord, One thousand nine hundred and four, between Adam H. Williams and Alice J. Williams, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Merchants Loan & Savings Bank of Lawrence, Kansas, of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Three hundred forty three and 77/100 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 2d of the second part the success^{ors} 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 one hundred and thirty one (131) on Main street, in block number forty two (42), in that part of the City of Lawrence known as West Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Adam Williams and Alice J. Williams, his wife, do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 and forty three and 77/100 Dollars according to the terms of one certain promissory note this day executed and delivered by the said Adam H. Williams and Alice J. Williams, his wife, to the said part 2d of the second part of even date herewith, payable on or before three years after date, with interest at eight per cent per annum after date.

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 2d of the second part the successors, 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 part 2d of the second part the parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

Adam H. Williams [SEAL]

Alice J. Williams [SEAL]

[SEAL]

STATE OF KANSAS, } ss.
County of Douglas

BE IT REMEMBERED, That on this 19th day of April A. D. 1904 before me

S. A. Wood a Notary Public in and for said County and State, came

Adam H. Williams and Alice J. 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 April 10 1905 S. A. Wood Notary Public.

Filed for Record the 20th day of April A. D. 1904 at 10th o'clock A. M.

W. W. Armstrong Register of Deeds.

Deputy.

The following is a copy of the original instrument. The note referred to above was paid in full this mortgage is hereby released and the same hereby granted discharge of all debt on and after the 30 day of August, 1904. M. H. Williams, President. Merchants Loan & Savings Bank.

Recorded Sept 13 1904
W. W. Armstrong, Register of Deeds.