

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON &amp; CO., PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 31<sup>st</sup> day of July in the year of our Lord, one thousand  
hundred and five between Ella W. Collins, unmarried,  
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 party of the first part, in consideration of the sum of  
Three hundred Dollars,  
 to her duly paid, the receipt of which is hereby acknowledged, in S. sold, and by these presents does grant, bargain, sell and mortgage  
 to the said party of the second part its interest in 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 Kentucky Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
Ella W. Collins does hereby covenant and agree that  
 at the delivery hereof she 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  
\$300.00  
 according to the terms of one certain note this day executed  
 and delivered by the said Ella W. Collins to the said party 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 parties of the second part, its 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 Ella W. Collins  
 heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above  
 written.

Signed, Sealed and Delivered in Presence of

Ella W. Collins (SEAL.)  
 (SEAL.)  
 (SEAL.)

## STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 31<sup>st</sup> day of July A. D. 1905, before me  
W. F. March Notary Public in and for said County and State, came  
Ella W. Collins

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 July 24 1905 W. F. March Notary Public.

Filed for Record the 1<sup>st</sup> day of Aug. A. D. 1905 at 2<sup>00</sup> o'clock A. M.  
A. W. Armstrong Register of Deeds.  
By Ed. E. Armstrong Deputy.

For Chamberlain & Co. Reg. 581 The following is endorsed on the original instrument  
 Recorded April 1907 The state herein later executed having been paid on full this mortgage is hereby  
 released and the lien thereon is hereby cancelled as to the property sold hereon and as to the  
 to gether with the official seal of the Merchants Loan & Savings Bank of Lawrence, Kansas  
 The Merchants Loan & Savings Bank of Lawrence, Kansas