

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Third day of August in the year of our Lord, thirteen hundred and four between Allice R. Lovett and John Lovett (husbands) of Douglas in the County of Douglas and State of Kansas, of the first part, and H. M. Butler of the second part:

Witnesseth, That the said part^s of the first part, in consideration of the sum of Five 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 his 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:

The South Forty (40) acres of the East One hundred (100) acres of South West quarter (2) of Section Twenty Seven (27), Township Twelve (12) Range Thirteen (13)

with all the appurtenances, and all the estate, title and interest of the said part^s of the first part therein. And the said Allice R. Lovett and John Lovett 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 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 Five hundred Dollars according to the terms of the certain Home Loan this day executed and delivered by the said Allice R. Lovett and John Lovett to the said part of the second part his heirs or assigns.

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 his 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 part of making such sale, on demand, to said Allice R. Lovett heirs and assigns.

IN WITNESS WHEREOF, The said part^s 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

Allice R. Lovett [SEAL]
John Lovett [SEAL]
[SEAL]

STATE OF KANSAS,
County of Douglas

BE IT REMEMBERED, That on this 3rd day of August A. D. 1907, before me John M. Kurlie Notary Public in and for said County and State, came Allice R. Lovett and John Lovett to me personally known to be the same persons 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 11 1908 John M. Kurlie Notary Public.

Filed for Record the 7 day of August A. D. 1907, at 12:00 o'clock P. M.
A. W. Armstrong Register of Deeds.
B. C. H. Armstrong Deputy.

The following is endorsed on the original instrument:
The note herein secured having been paid in full the mortgage is hereby released and the same is hereby ordered discharged as witness my hand this 13 day of April 1907
Bertha A. McWhorter
Clerk of District Court

Recorded April 13 1907
Florence Lawrence
Register of Deeds