

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Fifteenth day of Aug. 1907, in the year of our Lord, Thirteen Hundred
and Nine (1897) between Elizabeth Miller, a widow
of Lawrence in the County of

Douglas and State of Kansas, of the first part, and John W. McCully of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Three Hundred (\$300) Dollars,

to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents doth grant, bargain, sell and mortgage to the said party 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:

Commencing Fifty-one (51) feet East of the South West corner of Block No. Seven (7) and that part of the City of Lawrence formerly known as North Lawrence, Thence runs East Eighty-one (81) feet more or less to the east line of said Block, to the Section line; thence North along the Section line nine rods, Six feet and Six Inches (9 R. 6' 6"), thence West Eighty-one feet (81) more or less, thence South nine rods, Six feet, Six inches (9 R. 6' 6") to place of beginning.
Party of the first part hereby agrees to maintain insurance for \$400. on the buildings, now on or to be erected on said premises for the benefit of said second party, his heirs or assigns, during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Elizabeth Miller doth 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 and that she will warrant and defend the same in the quiet and peaceable possession of the said second party, his heirs and assigns, against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of Three Hundred Dollars

according to the terms of one certain mortgage note this day executed and delivered by the said party of the first part to the said party of the second part due in five years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of 10% per annum until fully paid in cash or by sheriff's sale to some described property.
 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 party 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 party of the first part, her 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

Elizabeth Miller [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 15 day of August A. D. 1907, before me

the undersigned a Notary Public in and for said County and State, came Elizabeth Miller (a widow)

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 Feb. 27 1908

Joseph C. Riggs Notary Public.

Filed for Record the 15 day of Aug A. D. 1907, at 2 o'clock P. M.

C. W. Armstrong Register of Deeds.

By Edw. C. Armstrong Deputy.