

# MORTGAGE RECORD No. 42.

437

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

This Indenture, Made this Seventh day of September in the year of our Lord, Eighteen hundred and five between Benjamin F. Sliff and Hannah E. Sliff (husband and wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Charles Jewdell of the second part:

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

Lot No. One Hundred and Seventy-seven (177) and Sixty half Lot one hundred twenty five (175) in Connecticut Sub in 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 Benjamin F. Sliff and Hannah E. Sliff 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 Two hundred Dollars according to the terms of one certain note and coupon this day executed and delivered by the said Benjamin F. Sliff & Hannah E. Sliff to the said party 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 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 second part making such sale, on demand, to said Benjamin F. Sliff and Hannah E. Sliff heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Hannah E. Sliff [SEAL]  
Benjamin F. Sliff [SEAL]  
S [SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 7 day of September A. D. 1905, before me L. S. Stale a Notary Public in and for said County and State, came Hannah E. Sliff and Benjamin F. Sliff 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 Jan. 30 1906 L. S. Stale Notary Public.

Filed for Record the 13 day of September A. D. 1905, at 10<sup>15</sup> o'clock A. M.  
A. W. Armstrong Register of Deeds.  
By Alice Armstrong Deputy.

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created is hereby discharged this 10 day of Aug. 1906.  
Charles Jewdell.

Receipt Aug 11<sup>th</sup> 1906.  
A. W. Armstrong,  
Register of Deeds.