

MORTGAGE RECORD No. 42.

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

This Indenture, Made this twelfth day of October in the year of our Lord, one thousand
and five between Edward E. Pearson and Frances E. Pearson
his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and Wm. C. E. Babbelly
of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Three 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 y of the second part her 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 Fifty Eight (58) Block 1 Subd. Street Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said part s of the first part therein. And the said
parties of the first part do hereby covenant and agree that
at the delivery hereof they are the lawful owner s 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 Dollars
according to the terms of one certain note this day executed
and delivered by the said Edward E. Pearson and Frances E. Pearson his to the said part y 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 part y of the second part her 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 y making such sale, on demand, to said Edward E. Pearson, Frances E. Pearson, their
heirs and assigns.

IN WITNESS WHEREOF, The said part s of the first part have hereunto set their hand and seal the day and year first above
written.

Signed, Sealed and Delivered in Presence of

Edward E. Pearson [SEAL]
Frances E. Pearson [SEAL]
[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 12th day of October A. D. 1917, before me

Frank Neville a Notary Public in and for said County and State, came
Edward E. Pearson, Frances E. Pearson

to me personally known to be the same
person s 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 Oct. 17 1917

Frank Neville Notary Public.

Filed for Record the 12th day of Oct. A. D. 1917, at 7 o'clock P. M.

E. W. Greenberg Register of Deeds.
By E. E. Greenberg Deputy.

This Indenture is endorsed on the original instrument.
The note and mortgage having been paid in full, this mortgage
is hereby released and the principal hereby created is charged.
As witness my hand this 4th day of August 1916.
Wm. C. E. Babbelly,
Notary Public.

Recorded August 4th 1916.
Wm. C. E. Babbelly,
Register of Deeds.