

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON, OR., Printers, Binders and Blank Book Makers, LAWRENCE, KAN.

This Indenture, Made this 10<sup>th</sup> day of October in the year of our Lord, Twenty One Hundred and Four, between Geo. W. Woodhead and L. E. his wife of \_\_\_\_\_ in the County of \_\_\_\_\_ and State of Kansas, of the first part, and \_\_\_\_\_ of the second part:

Edward L. Nicholls of the second part: **Witnesseth**, That the said party of the first part, in consideration of the sum of Eight Hundred Dollars (\$800.00) Dollars, to and 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:

the South Forty Five (45) feet of Lot No. One Hundred and Twenty Seven (127) and the North Five Feet (5 feet) of Lot No. One Hundred and Ninety Nine (199) all on Tennessee Street in the City of Lawrence;  
with privilege of paying (\$100.00) One Hundred Dollars, or any multiple thereof in principal at any interest paying date.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said George W. Woodhead does hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Eight Hundred Dollars (\$800.00) according to the terms of one certain note this day executed

and delivered by the said parties of the first part due three after date to the said party of the second part with interest at the rate of six per cent per annum payable semi annually as evidenced by six interest coupons attached to said note.

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 making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said parties 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  
Geo. W. Woodhead [SEAL]  
L. E. Woodhead [SEAL]

STATE OF KANSAS, }  
County of Douglas } ss.  
BE IT REMEMBERED, That on this 10<sup>th</sup> day of October A. D. 1914, before me Geo. A. Banks a Notary Public in and for said County and State, came Geo. W. Woodhead and his wife L. E. Woodhead 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 Nov. 27 1914 Geo. A. Banks Notary Public.

Filed for Record the 17<sup>th</sup> day of Oct A. D. 1914, at 8<sup>00</sup> o'clock P. M.  
G. W. Brunsberg Register of Deeds.  
Oliver E. Brunsberg Deputy.

This mortgage described herein has been paid in full, this mortgage is hereby released and the same may be cancelled and discharged. As witness my hand and official seal this 10th day of October, A. D. 1914.  
Edwin L. Nicholls  
John M. Shoney  
Notary Public

Recorded Jan 20 1914  
Edw. L. Nicholls  
Notary Public