

MORTGAGE RECORD No. 42.

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

This Indenture, Made this thirty first day of October in the year of our Lord, nineteen  
hundred and four, between Arthur L. Grady and Mita M. Grady, his wife,  
of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and M. E. Newlin  
of the second part:

One 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:

Beginning at a point 5 rods East of North west corner of South West quarter (4) of  
Section Twenty three (23) Township Twelve (12) Range Twenty (20), thence East 100 feet South  
174 feet West 100 feet North 171 feet to beginning in that part of the city of Lawrence  
known formerly as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
Arthur L. Grady and Mita M. Grady 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  
One hundred Dollars  
according to the terms of one certain note to wit in this day executed  
and delivered by the said Arthur L. Grady and Mita M. Grady 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 making such sale, on demand, to said Arthur L. Grady his  
heirs and assigns.

IN WITNESS WHEREOF, The said party 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

Arthur L. Grady [SEAL]  
Mita M. Grady [SEAL]  
[SEAL]

STATE OF KANSAS,  
County of Douglas

BE IT REMEMBERED, That on this 31 day of Oct. A. D. 1904, before me  
John M. Newlin Notary Public in and for said County and State, came  
Arthur L. Grady and Mita M. Grady  
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 April 11 1907 John M. Newlin Notary Public.

Filed for Record the 31 day of Oct. A. D. 1904, at 1 o'clock P. M.  
R. W. Armstrong Register of Deeds.  
By Elsie O. Armstrong Deputy.

*The following is enclosed in the original instrument.  
The note herein mortgaged having been paid in full this mortgage  
is hereby released and the lien hereby created hereon  
is withdrawn and this 22<sup>nd</sup> day of July A. D. 1905.  
J. E. Newlin*

*Recorded July 22<sup>nd</sup> 1905  
J. E. Newlin  
Register of Deeds*