

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO. Printers, Binders and Blank Book Makers, Lawrence, Kas.

This Indenture, Made this 28th day of October in the year of our Lord, 1911
One hundred and four between A. T. Fincher and Araminta Fincher
his wife, of the City of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
C. Huetheiser of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
One hundred and fifty 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 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:

The West half (2) of Lot number Sixteen (16) in Addition number
One (1) in North Lawrence, now a part of the City of Lawrence, Douglas County,
Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties 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 owners 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
One hundred & fifty Dollars
according to the terms of One certain Note this day executed
and delivered by the said Parties of the first part to the said party of the second part
Payable two and a half years after date with interest thereon according
to the terms of said note and coupons thereto attached.

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 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 party of the first part, making such sale, on demand, to said Parties of the first part, their
heirs and assigns.

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

Signed, Sealed and Delivered in Presence of
Jennie Watt A. T. Fincher Araminta Fincher
[SEAL] [SEAL] [SEAL]

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 30th day of Oct. A. D. 1911, before me
Jennie Watt a Notary Public in and for said County and State, came
A. T. Fincher and Araminta Fincher, his wife,
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 30 Feb. 1912 Jennie Watt Notary Public.

Filed for Record the 31st day of Oct. A. D. 1911 at 2:30 o'clock P. M.
A. W. Armstrong Register of Deeds.
By Elsie E. Armstrong Deputy.

*The following is enclosed on the original instrument:-
The Note having Araminta Fincher signing being paid in full. This mortgage
is hereby released and the said Araminta Fincher is discharged.
We believe my hand this 30 day of May James H. Gray
Clerk of Douglas County
Helen Long
Recorded May 27 1917
A. W. Armstrong
Register of Deeds.*