

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Joseph & Co., Printers, Binders and Blank Book Makers, Lawrence, Kas.

This Indenture, Made this fourteenth day of November in the year of our Lord, twentieth hundred and four, between Joseph G. Sullivan and Margaret Sullivan his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Nichols Loan & Savings Bank of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five 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 its successors 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 number twenty one (21) Block number seven (7) of Lane's First Addition to the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph G. Sullivan and Margaret Sullivan do hereby covenant and agree that at the delivery hereof they are 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 except mortgage for twelve hundred Dollars to Nichols Loan & Savings Bank dated Sept. 9, 1904.

This Grant is intended as a Mortgage to secure the payment of the sum of

\$700.00 according to the terms of all certain promissory notes this day executed and delivered by the said Joseph G. Sullivan and Margaret Sullivan to the said party 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 party of the second part successors 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 Joseph G. Sullivan and Margaret Sullivan their 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

Witness & Clerk

W. F. March

Joseph G. Sullivan [SEAL]
Margaret A. Sullivan [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 21 day of November A. D. 1904, before me

W. F. March a Notary Public in and for said County and State, came

Joseph G. Sullivan and Margaret Sullivan his wife

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 July 27, 1905 W. F. March Notary Public.

Filed for Record the 22 day of Nov A. D. 1904 at 12 o'clock A M.

A. W. Armstrong Register of Deeds.
B. J. O. Armstrong Deputy.

(The instrument is subject to the original instrument.)

The note herein described having been paid in full, this mortgage is hereby released and the recording record discharged. At witness my hand this 14 day of November A. D. 1904.

Joseph G. Sullivan and Margaret Sullivan
W. F. March
W. F. March
W. F. March

Recorded Nov 11 1904

Register of Deeds.