

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

This Indenture, Made this 9th day of December in the year of our Lord, thirteen hundred
and four, between George Petty and Ella, wife
Douglas of Lawrence in the County of
Douglas and State of Kansas, of the first part, and Charles Windenhell
of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
(800⁰⁰) Three Hundred and ^{no} 00 Dollars,
to well 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 of 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 on the North line of Locust Street in that part of the City of Lawrence, known as North Lawrence Co. One hundred and seven feet East of the West line of the (S.W. 1/4) South West Quarter Section (27) Twenty miles Township (22) Range (6) Twp. 22S; thence West on said North line of Locust Street (22) One hundred and seven feet to said West line of said Quarter Section; thence North on said Quarter Section line (22) Two hundred and seventeen feet more or less to the South line of the Right of Way of the Kansas Pacific Railroad Company; thence Northwesterly along the South line of said Right of Way to a point 50 feet East of the West line of said section; thence South to a point 171 feet South of the South line of said section; thence West 20 feet; South 127 feet more or less to the place of beginning in said City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said
George Petty and Ella, his wife 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.

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

Three Hundred Dollars
according to the terms of a certain note this day executed
and delivered by the said parties of the first part to the said part of of the second part
three years after date

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 of 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 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 hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

George Petty [SEAL]
Ella Petty [SEAL]
[SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 9th day of December A. D. 1904, before me

Geo. B. Banks a Notary Public in and for said County and State, came
George Petty and Ella Petty husband and 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 Feb. 27 1905

Geo. B. Banks Notary Public.

Filed for Record the 5th day of Dec. A. D. 1904 at 8⁵⁵ o'clock P. M.

A. W. Cunningham Register of Deeds.
By Geo. B. Banks Deputy.

This mortgage is not valid until the original instrument is filed in the office of the Register of Deeds, and the same is then duly recorded and indexed. (See Book 41 Page 214) (For Particular Release See Book 41 Page 214)