

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this First day of December, in the year of our Lord, 1907,  
Three hundred and forty, between Emma H. Rieley and S. A. Rieley (husband)  
 of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and The Trustees of Plymouth  
Congregational Church of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Three 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 their 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 One hundred and fifty seven (157) on Pennsylvania Street in 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 Emma H.  
Rieley and S. A. Rieley 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  
Three hundred and fifty Dollars  
 according to the terms of one certain note to wit this day executed  
 and delivered by the said Emma H. Rieley and S. A. Rieley to the said party of the second part  
their 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 their 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 Emma H. Rieley, her  
 heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part have hereunto set their hands and seal the day and year first above  
 written.

Signed, Sealed and Delivered in Presence of

Emma H. Rieley [SEAL]

S. A. Rieley [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 6 day of December, A. D. 1907, before me

John M. Threlkin a Notary Public in and for said County and State, came

Emma H. Rieley and S. A. Rieley 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 1908

John M. Threlkin Notary Public.

Filed for Record the 5 day of Dec., A. D. 1907, at 7:00 o'clock P. M.

A. W. Armstrong Register of Deeds.

By Elia E. Armstrong Deputy.

(For assignment see Book 5th, Page 128)