

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON Co. Printers, Binders and Blank Book Makers, LAWRENCE, Kan.

This Indenture, Made this 15<sup>th</sup> day of December in the year of our Lord, Twentieth Hundred and Four, between F. D. Seckrest and Viola Seckrest his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. D. Lemou of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight Hundred (\$800) 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: Lot number eighty eight (88) Rhode Island street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said F. D. Seckrest and Viola Seckrest 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 Eight Hundred Dollars according to the terms of certain promissory note this day executed and delivered by the said F. D. Seckrest & Viola Seckrest his wife, to the said party of the second part his heirs and 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 F. D. Seckrest & Viola Seckrest his heirs and assigns.

IN WITNESS WHEREOF, The said parties 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 F. D. Seckrest [SEAL] Viola Seckrest [SEAL]

STATE OF KANSAS, County of Douglas

BE IT REMEMBERED, That on this 15<sup>th</sup> day of December A. D. 1904, before me a Notary Public in and for said County and State, came F. D. Seckrest and Viola 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 Feb. 5 1906 J. D. Lemou Notary Public.

Filed for Record the 15 day of Dec. A. D. 1904 at 9:00 o'clock P. M. A. W. Armstrong Register of Deeds. By Eli C. Armstrong Deputy.

The party herein described having been paid in full this mortgage is hereto released and the same hereby canceled and discharged. Witness my hand and seal this 15th day of December 1904.

Registered 9-21-04  
A. W. Armstrong, Reg. of Deeds.  
by Eli C. Armstrong, Dep.

For Assignment See Book 44 p. 250