

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Twentieth day of November in the year of our Lord, one thousand and four, between Emma Neal of the City of Lawrence in the County of Douglas, widow and State of Kansas, of the first part, and Hugh Black of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Three Hundred and Seventy five Dollars, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does 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: Lot number One hundred and twenty three (23) on Commercial Street in the City of Lawrence according to that Plat on file in said City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Party of the first part does hereby covenant and agree that at the delivery hereof she is 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 and Seventy five Dollars according to the terms of One certain Note this day executed

and delivered by the said Party of the first part to the said part of of the second part payable three years after date with interest according to coupon attached to said note & 10% after maturity or default. Penalty of paying \$100.00 account of principal money at time any interest payment fails due. 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 of making such sale, on demand, to said Party of first part her heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Jessie Watt

Wm. E. Neal

Emma Neal

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 16th day of Nov. A. D. 1907, before me

Jessie Watt

a Notary Public in and for said County and State, came

Emma Neal a single woman

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 30 Dec. 1907

Jessie Watt

Notary Public.

Filed for Record the 19th day of Dec. A. D. 1907, at 5:00 o'clock P. M.

A. W. Armstrong

Register of Deeds.

By Chas. D. Armstrong Deputy.

The following is enclosed in the original instrument:
The Note herein described having been paid in full
This mortgage is hereby released and the file hereby
Closed Chicago, Wis. Nov. 20th 1907

Hugh Black

Recorded Feb. 2nd 1907
A. W. Armstrong
Register of Deeds.