

## MORTGAGE RECORD No. 42.

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

Teen  
 ie Mitchell  
 in the County of  
 savings.  
 the second part:  
 tion of the sum of  
 Dollars,  
 sell and mortgage  
 county of Douglas,  
 quarter  
 hundred  
 & lies  
 more or  
 less

Thomas  
ent and agree that  
ood and indefeasible

ment of the sum of

of the second part  
and from

any part thereof, or  
whole amount shall  
and assigns, at any  
moneys arising from  
and the overplus, if  
ent.

[SEAL]

[SEAL.]

[SEAL.]

FCRA 1

Will

904 before me

y and State, came

1. A. 1.

u. u. u.

seal on the day and

*Notary Public.*

M.

Register of Deeds.

Deputy.

This Indenture, Made this 31<sup>st</sup> day of October in the year of our Lord, Nineteen hundred  
And four (1904), between Lloyd Howe, And Sadie B. Howe  
Husband And wife, of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and Mrs Julia Anthony  
of the second part:

Witnesseth, That the said part 6<sup>th</sup> of the first part, in consideration of the sum of  
Three hundred (\$00<sup>00</sup>) 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 part 4<sup>th</sup> of the second part: her 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: lots Numbered Eleven (11) and Twelve (12)  
Steels Subdivision of Block Number Six (6) in Earls Addition  
to the City of Lawrence.  
privilege Reserved to pay said Note in full or partial payments  
at any time.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said \_\_\_\_\_ do hereby covenant and agree that at the delivery hereof that they are the lawful owner <sup>8</sup> 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

according to the terms of One certain Note this day executed  
and delivered by the said Lloyd, Howe, and Sadie, A. Howe, to the said part 4 of the second part  
One three years after date, Interest 7% Payable Semiannually

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 the second part her 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 Alfred Howe, his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

\_\_\_\_\_ [SEAL.]  
\_\_\_\_\_ [SEAL.]  
\_\_\_\_\_ [SEAL.]

STATE OF KANSAS, } ss.  
County of Douglas }  
BE IT REMEMBERED, That on this 31<sup>st</sup> day of October A. D. 1924, before me

\_\_\_\_\_ a Notary Public in and for said County and State, came  
Lloyd Howe, And Sadie A. Howe, 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 June 20 1946. A. S. Steele Notary Public.

Filed for Record the 2<sup>nd</sup> day of January A. D. 1908 at 11<sup>45</sup> o'clock A. M.  
*W. Armstrong* Register of Deeds.  
 Deputy.

The following is enclosed on the original instrument.  
The note having been lost, having been paid in full.  
This mortgage is hereby released and the same hereby  
written, Chicago, Ill. Witness my hand this 18th day of  
February A.D. 1871

Julius Anthony.

Recorded Feb - 25<sup>th</sup> 1907.  
A. W. Cunningham,  
Register of Deeds.