

MORTGAGE RECORD No. 42.

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This Indenture, Made this First day of February in the year of our Lord, thirteen hundred and Five, between James Underwood and Flora E. Underwood, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Annie S. Boardman of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand 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 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:

The West Five (5) acres of the South half (1/2) of Addition number Eight (8) to North Lawrence in the City of Lawrence less that portion occupied by Lake, Lyon and Maine streets, in 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 Parties of the first part 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 inalienable 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 One Thousand Dollars according to the terms of One certain Note this day executed and delivered by the said Parties of the first part to the said party of the second part Payable five years after date with interest thereon according to the terms of said note and coupons thereto attached.

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 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 party of the first 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

Jennie Watt

James Underwood [SEAL]

Flora E. Underwood [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 1st day of Feb. A. D. 1905, before me

Jennie Watt a Notary Public in and for said County and State, came James Underwood & Flora E. Underwood, 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 30th Nov. 1905 Jennie Watt Notary Public.

Filed for Record the 1st day of Feb. A. D. 1905, at 5⁰⁰ o'clock P. M.

A. W. Armstrong Register of Deeds.
By Fred E. Armstrong

This instrument is returned on the original instrument. The mortgage is hereby acknowledged having been paid in full, this mortgage is hereby released and the parties are discharged. As witness my hand this 18th day of March, A. D. 1905.

Annie S. Boardman

Hugh Blair

Recorded Feb. 21 1905
C. L. P. Withers