

MORTGAGE RECORD No. 42.

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This Indenture, Made this first day of January in the year of our Lord, nineteen hundred and four, between Junius Underwood and Flora E. Underwood his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Wm. Conner of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen Hundred 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 y 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 No. Twelve (12) Sec. 1 in the City of Lawrence. Except a strip Twelve (12) feet wide off the South end of said lot added to the Atchison Topeka and Santa Fe R.R. Co. for switch purposes only, said strip to revert back to said lot whenever said R.R. Co. ceases to use it for such purposes.

with all the appurtenances, and all the estate, title and interest of the said part^{ies} 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 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 Fifteen Hundred Dollars according to the terms of one certain note this day executed and delivered by the said Junius and Flora E. Underwood to the said part^{ies} of the second part payable in or before three years from date with interest at 6 per cent per annum payable annually

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^{ies} 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^{ies} making such sale, on demand, to said Junius Underwood & his wife, their 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

Junius Underwood [SEAL]
Flora E. Underwood [SEAL]
[SEAL]

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 6 day of Jan A. D. 1904, before me Hugh Blair a Notary Public in and for said County and State, came Junius Underwood & Flora E. Underwood, his wife to me personally known to be the same person^s 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 25 Dec. 1905

Hugh Blair Notary Public.

Filed for Record the 25 day of March A. D. 1905, at 2 o'clock P. M.

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

The following is a copy of the original instrument -
The note, herein provided, being here put in full, this mortgage is hereby released
and the same shall be void and of no effect.
Witness my hand this 25 day of January A.D. 1905.
Notary: Wm. Conner.

Recorded Jan. 27, 1905
Notary: Wm. Conner, Reg. of Deeds.
By E. E. Armstrong, Deputy.