

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 25th day of March in the year of our Lord, Nineteen
hundred and five (1905), between C. E. Funnell and Mary W. wife.
 of Lawrence in the County of
Douglas and State of Kansas, of the first part, and Clara Hope, widow, and her
son Edward Hope (and Lela, his wife) of the second part:
 Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Nineteen Hundred and no/100 (1900.00) Dollars,
 to them duly paid, the receipt of which is hereby acknowledged, had, sold, and by these presents do... grant, bargain, sell and mortgage
 to the said parties of the second part their 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 Thirteen (13) and Fourteen (14) in Block Six (6) Lane's First
addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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
Nineteen Hundred, and no/100 Dollars.
 according to the terms of one certain Note this day executed
 and delivered by the said C. E. Funnell, to the said part 2nd of the second part

with interest at 6% payable annually, with privilege of paying any or
all the principal sum within five years from date of this instrument.
 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 parties of the second part their 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 3rd making such sale, on demand, to said C. E. Funnell, 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

Geo. A. Banks.C. E. Funnell, [SEAL.]Mary W. Funnell, [SEAL.]

[SEAL.]

STATE OF KANSAS,
 County of Douglas.

BE IT REMEMBERED, That on this 25th day of March A. D. 1905, before me
Geo. A. Banks, a Notary Public in and for said County and State, came
C. E. Funnell, and Mary W. Funnell, husband and 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 Nov 27th 1905.Geo. A. Banks.

Notary Public.

Filed for Record the 31st day of March A. D. 1905, at 9th o'clock A. M.A. W. Armstrong,

Register of Deeds.

Deputy.

The following is a copy of the original instrument
 the Note being registered having been paid in full
 this mortgage is hereby released and the line thirty
 one of this charge has been removed
 Witness my hand this 22nd day of August A.D. 1906.
 Geo. A. Banks
 Notary Public
 Lawrence, Kan.

Registered Aug 22nd 1906.
 A. W. Armstrong
 Register of Deeds.