

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 9th day of October in the year of our Lord, thirteen
hundred and four, between Frank Lee and Maggie Lee
Husband and Wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
J. S. Steele of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Three Thousand \$3000- Dollars,
to them duly paid, the receipt of which is hereby acknowledged, ha Usold, and by these presents do grant, bargain, sell and mortgage
to the said party 2nd of the second part 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 Eighty Nine (89) in Harmon's Street in 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
Frank Lee and Maggie Lee 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
Three Thousand Dollars
according to the terms of Six certain Notes this day executed

and delivered by the said Frank Lee and Maggie Lee to the said part 2nd of the second part
Payable \$500 Nov. 1-1905, and \$1500 on the first day of November
each succeeding year until adware paid. Interest 6% 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 2nd 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 2nd making such sale, on demand, to said Frank Lee and Maggie Lee 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

Frank Lee [SEAL]
Maggie Lee [SEAL]
J. S. Steele [SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 9th day of November A. D. 1904, before me

J. S. Steele a Notary Public in and for said County and State, came

Frank Lee and Maggie Lee

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 1907

J. S. Steele Notary Public.

Filed for Record the 10 day of April A. D. 1905, at 2 o'clock P. M.

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

not Release See Bl. 44 Pg. 220