

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. J. C. WATTS, CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 29<sup>th</sup> day of April in the year of our Lord, thirteen  
hundred and Ninety, between Ether R. Burr and Howell Burr  
her husband, of the City of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and

Frank Whitgel of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consid-ration of the sum of  
Two 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 2<sup>d</sup> 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:

Beginning at the North-east corner of the North-west quarter  
(1/4) of the South-west quarter (1/4) of Section 28, Township 12, Range 20, thence west  
ten (10) rods, thence South Eight (8) rods, thence East ten (10) rods thence North Eight  
(8) rods to place of beginning in that part of the City of Lawrence known as North  
Lawrence, Douglas County, Kansas, and except the West Twenty (20) feet thereof as  
enjoyed by the said Ether R. Burr and husband & City of Lawrence, said deed being recorded  
in book 62 of Records at page 241 of the Books of Douglas County, Kansas,  
with all the appurtenances, and all the estate, title and interest of the said part 2<sup>d</sup> 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

Two Hundred 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 part 2<sup>d</sup> of the second part  
Payable three 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 part 2<sup>d</sup> 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 party Parties of the first part, their making such sale, on demand, to said  
heirs and assigns.

IN WITNESS WHEREOF, The said part 2<sup>d</sup> 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

Ether R. Burr [SEAL]

Howell Burr [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 29<sup>th</sup> day of April A. D. 1905, before me

a Notary Public in and for said County and State, came

Ether R. Burr and Howell Burr, her husband

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 28 Dec. 1905

Hugh Blair Notary Public.

Filed for Record the 2 day of May A. D. 1905, at 2<sup>30</sup> o'clock A. M.

R. W. Armstrong Register of Deeds.  
By Edw. C. Armstrong Deputy.

By following in, and recording the original instrument, this mortgage is fully released.  
 The mortgagee hereby acknowledged having received the full amount of the principal and interest  
 and the lien thereby created thereon. As Witness my hand this 29<sup>th</sup> day of May A. D. 1910  
 Frank Whitgel

Recorded May 31, 1910  
 F. Lloyd L. Lynam  
 Register of Deeds

Memorandum of Release