

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Twentieth day of May in the year of our Lord, 1905
hundred and five, between E. F. Caldwell and Hattie Eberly Caldwell, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and A. W. Kenney of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Twenty-five Hundred (\$2500.) 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 2d 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. Seventy-three (73) and the South Half of Lot No. Twenty-one (21), on Ohio Street in the City of Lawrence.

Parties of the first part hereby agree to maintain insurance of \$2500. on the buildings now, or to be erected on said premises for the benefit of said party of the second part during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said part 2d of the first part therein. And the said E. F. Caldwell and Hattie Eberly Caldwell 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, and that they will warrant and defend the same in the quiet and peaceable possession of said second party his heirs and assigns forever against all persons lawfully claiming same. This Grant is intended as a Mortgage to secure the payment of the sum of \$2500.

according to the terms of one certain Mortgage Note this day executed and delivered by the said parties of the first part to the said part 2d of the second part due in five years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity at default at the rate of ten per cent per annum until fully paid in cash or by its lawful agent, and some described property. 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 2d 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 making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 2d 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

E. F. Caldwell [SEAL]
Hattie Eberly Caldwell [SEAL]
[Signature] [SEAL]

STATE OF KANSAS,

Douglas County ss.
 BE IT REMEMBERED, That on this 20th day of May A. D. 1905, before me

the undersigned a Notary Public in and for said County and State, came E. F. Caldwell and Hattie Eberly Caldwell, 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 Dec. 13th 1905

Wm. T. Sinclair
 Notary Public.

Filed for Record the 22nd day of May A. D. 1905 at 11 o'clock A. M.

A. W. Armstrong
 By Paul C. Armstrong Deputy.

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Notary Public.

ister of Deeds.

Deputy.

See Acknowledgment in Vol. 44-1 of 235-1