

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 15th day of May in the year of our Lord, thirteen hundred and five (1905), between James H. Roberts and Jane S. Roberts his wife. of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Mrs. Francene Dobson. of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of Three Hundred. Dollars,

to them duly paid, the receipt of which is hereby acknowledged, in ex sold, and by these presents do... grant, bargain, sell and mortgage to the said part y of the second part her 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 One Hundred and thirteen (113) on Connecticut Street in the City of Lawrence, First parties agreeing to maintain insurance to the amount of \$300.00 on buildings now on or to be erected on said lot during the existence of this mortgage for the benefit of the party of the second part.

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 owner^s 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 Hundred according to the terms of one certain promissory note this day executed and delivered by the said James H. and Jane S. Roberts to the said part y of the second part Payable five years from date at the Lawrence Wall Bank of Lawrence Kans.

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 y of the second part her 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 y making such sale, on demand, to said James H. Roberts - his heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha^{ve} hereunto set their hand^s and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

James H. Roberts. [SEAL]
Jane S. Roberts. [SEAL]
[SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 18th day of May A. D. 1905, before me Alfred Whitman. a Notary Public in and for said County and State, came James H. Roberts and Jane S. Roberts, 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 July 14th 1907.

Alfred Whitman. Notary Public.

Filed for Record the 17th day of May A. D. 1905, at 10²⁵ o'clock A. M.
W. W. Armstrong Register of Deeds.

Deputy.

In consideration of full payment of the within mortgage, I hereby release the same to the entirety of James H. Roberts and Jane S. Roberts

ATTEST:
B. M. C. C. C.
Register of Deeds.