

MORTGAGE RECORD No. 42.

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

This Indenture, Made this third day of June in the year of our Lord, one thousand nine hundred and four, between Addie Jones and W. C. Jones husband of said Addie Jones of the County of Douglas and State of Kansas, of the first part, and Paul R. Brooks of the City of Lawrence of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of One 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 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:

Lots numbered two (2) and three (3) in the North East Central Subdivision of six acres in the North west quarter of the South West quarter of Section twenty nine (29) Township twelve (12) Range twenty (20) in that part of the City of Lawrence formerly known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 2d of the first part therein. And the said Addie Jones and W. C. Jones do hereby covenant and agree that at the delivery hereof they are the lawful owner, of the premises, above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred dollars

according to the terms of One certain promissory note this day executed and delivered by the said Addie Jones and W. C. Jones to the said part 2d of the second part payable at the Lawrence National Bank, Lawrence, Kansas, as follows to wit: One hundred dollars on the first day of September 1905, with interest thereon,

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 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 money arising from such sales to retain the amount there due in 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 2d making such sale, on demand, to said Addie and W. C. Jones, 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

Addie Jones [SEAL]
W. C. Jones [SEAL]

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 5th day of June A. D. 1905, before me

The undersigned a Notary Public in and for said County and State, came Addie Jones and W. C. Jones

who are 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 seal on the day and year last above written.

My Commission Expires Jan 25 1906

Geo. W. Ruhnke Notary Public.

Filed for Record the 6th day of June A. D. 1905 at 2 o'clock A. M.

A. W. Armstrong Register of Deeds.
Edy Clark Armstrong Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 29th day of October 1906 Paul R. Brooks

Attest A. W. Armstrong
Register of Deeds