

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON & CO. PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this first day of June in the year of our Lord, twentieth hundred
and five, between Doc McWilliams (a single man)
 of Lawrence in the County of

Douglas and State of Kansas, of the first part, and
E. F. Caldwell of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of
One Hundred and fifty Dollars,
 to him duly paid, the receipt of which is hereby acknowledged, he sold, and by these presents does grant, bargain, sell and mortgage
 to the said part 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 One Hundred and forty Eight (148) on New Jersey Street
in the City of Lawrence, State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said
Doc McWilliams do hereby covenant and agree that
 at the delivery hereof he was the lawful owner of the premises, above granted, and seized of a good and indefeasible
 estate of inheritance therein, free and clear of all incumbrances Except a Mortgage for One Hundred
(\$100.00) Dollars given to one Nellie Bailey

This Grant is intended as a Mortgage to secure the payment of the sum of
 according to the terms of One certain Note this day executed
 and delivered by the said Doc McWilliams (single man) to the said part of the second part
for One Hundred and fifty (\$150.00) Dollars

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 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 of making such sale, on demand, to said Doc McWilliams his
 heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part has hereunto set his hand and seal the day and year first above
 written.

Signed, Sealed and Delivered in Presence of

Doc McWilliams

[SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS.

Douglas County

BE IT REMEMBERED, That on this 28th day of June A. D. 1905, before me

Ed. J. Riling, Co. Judge Notary Public in and for said County and State, came
Doc McWilliams (a single man)

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 _____

Ed. J. Riling, County Judge
Court, Douglas County Kansas.
 Notary Public.

Filed for Record the 28th day of June

A. D. 1905, at 10⁰⁰ o'clock P. M.

W. Armstrong

Register of Deeds.

Deputy.