

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Twenty Eighth day of June in the year of our Lord, One thousand nine hundred and five, between Henry L. Keys and Anna Keys his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and J. H. Newlin of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Three hundred and fifty 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 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 One hundred and Eighty one (181) One hundred and Eighty three (183) One hundred and Eighty five (185) and one hundred and Eighty seven (187) on Connecticut Street, in the City of Lawrence Kansas,

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Henry L. Keys and Anna Keys 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 against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of Three hundred and fifty Dollars, according to the terms of one certain promissory note this day executed

and delivered by the said Henry L. Keys and Anna Keys to the said part of the second part said note being given for the sum of Three hundred and fifty

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 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 making such sale, on demand, to said

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

Signed, Sealed and Delivered in Presence of

[SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS, } ss.

BE IT REMEMBERED, That on this day of A. D. 1 , before me a Notary Public in and for said County and State, came

 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

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Notary Public.

Filed for Record the day of A. D. 1 , at o'clock M.

Register of Deeds.

Deputy.