

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON, Co. Printers, Binders and Blank Book Makers, LAWRENCE, KAN.

This Indenture, Made this 27th day of June in the year of our Lord, thirteen hundred
Five, between W. H. and Olive M. Quackenbush, husband
and wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
C. T. Smith of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
One Thousand (1000) and 00/100 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 2^d 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 Number Fifteen (15) Block Five (5) Lewis First Addition
to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
W. H. and Olive M. Quackenbush 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 in-feasible
 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
One Thousand Dollars
 according to the terms of One certain promissory note this day executed
 and delivered by the said W. H. and Olive M. Quackenbush to the said part 2^d of the second part

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 2^d 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... making such sale, on demand, to said W. H. and Olive M. Quackenbush, their
 heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seal the day and year first above
 written.

Signed, Sealed and Delivered in Presence of

W. H. Quackenbush [SEAL]

Olive M. Quackenbush [SEAL]

[SEAL]

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 27th day of June A. D. 1905, before me

Thomas Harley a Notary Public in and for said County and State, came
W. H. and Olive M. Quackenbush, husband and wife

to me personally known to be the same

persons 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 Oct 21st 1905

Thomas Harley Notary Public.

Filed for Record the 29th day of June A. D. 1905, at 1⁴⁵ o'clock P. M.

W. W. Armstrong Register of Deeds.

Deputy.

The following is certified to be the original instrument. Recorded April 25-1906.
 The above having been searched, having been paid, and full this mortgage in fully recorded.
 and the same being created and acknowledged April 20, 1906.
 As witness my hand this 27th day of June, A.D. 1905.
 Thomas B. Harley, Reg.

