

## MORTGAGE RECORD No. 43.

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

This Indenture, Made this Seventh day of August in the year of our Lord, thirteen hundred and five, between M. W. Lane, (widower) of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. J. Parker of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of Five hundred Dollars, to have duly paid, the receipt of which is hereby acknowledged, has s sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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:

The following described land in the City of Lawrence Douglas County, Kansas. Commencing at a point of the W.T. and S.F. Rail Road at now located. Thence West on the North Line of Reserve No. 2 to the North West Corner of Said Reserve. Thence due North 39 feet. Thence on the Arc of a Circle described from a point 61 feet due West to the N.W. where said Arc strikes the range line between Range Numbers Nineteen and Twenty, Thence North on said Range line to where the same crosses the Lawrence Rail Road. Thence South 22 degrees East by said rail road to the place of beginning Containing one and one fourth acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said M. W. Lane do g hereby covenant and agree that at the delivery hereof he is 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

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

Five hundred Dollars according to the terms of one certain note and ten coupons this day executed and delivered by the said M. W. Lane to the said part y of the second part his heirs or assigns.

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, 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 y making such sale, on demand, to said M. W. Lane heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

M. W. Lane

[SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas

ss.

BE IT REMEMBERED, That on this 7<sup>th</sup> day of August A. D. 1905, before me

John M. Rawlin 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 April 11<sup>th</sup> 1907

John M. Rawlin

Notary Public.

Filed for Record the 16<sup>th</sup> day of August A. D. 1905, at 4<sup>45</sup> o'clock P. M.

A. W. Armstrong Register of Deeds.

Deputy.

The following is enclosed on the original instrument -  
A note and ten coupons, covering seven years, full of this mortgage  
is hereby released and the full thing by original, recorded, 1905.  
As witness my hand this seventh day of August, 1905.  
E. J. Parker, Notary Public.  
(Original See Book 11, Page 66.)

Recorded Nov. 7 - 1905.  
W. B. Armstrong,  
Register of Deeds.

In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
26<sup>th</sup> day of December, 1905

attest  
Floyd L Lawrence,  
Notary Public.