

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

This indenture, Made this 17<sup>th</sup> day of August in the year of our Lord, 1905, between Albion E. Street & Laura B. Street, his wife of Webster, Seven hundred and fifty, in the County of Douglas and State of Kansas, of the first part, and James D. Gibb of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Seven 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 2<sup>d</sup> 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 One hundred and ninety nine (199) on Ohio  
Street in the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said Parties of the first part 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 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 Seven hundred and fifty Dollars according to the terms of one certain note this day executed

and delivered by the said Parties of the first part to the said part 2<sup>d</sup> of the second part Payable five years after date with interest thereon according to the  
terms of said note and coupons thereon attached

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<sup>d</sup> 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 2<sup>d</sup> of the second part, on demand, to said Parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> 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

Albion E. Street (SEAL)  
Laura B. Street (SEAL)  
Howard S. Street (SEAL)  
Antonia Street (SEAL)

STATE OF Kansas, } ss.

County of Douglas.

BE IT REMEMBERED, That on this 19<sup>th</sup> day of August A. D. 1905, before me

W. J. Wallace, County Clerk, a Notary Public in and for said County and State, came Albion E. Street and Laura B. Street, his wife 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 1

W. J. Wallace, County Clerk  
Notary Public

Filed for Record the 30<sup>th</sup> day of August A. D. 1905, at 11<sup>25</sup> o'clock A.M.

U. W. Armstrong, Register of Deeds.  
Deputy.

The following is a copy of the original instrument.  
 The Note is a promissory note, bearing date August 17, 1905, in full for the mortgage  
 is hereby acknowledged and the same is hereby acknowledged.  
 Recorded July 13, 1907.  
 U. W. Armstrong, Register of Deeds.

Recorded 8/17/10  
 Floyd L. Lawrence  
 Register of Deeds  
 (Seal)

State of Kansas, County of Douglas, ss. I, U. W. Armstrong, Register of Deeds, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of said County and State, and that the same is duly acknowledged and recorded in my official seal on the day and year last above written.  
 Recorded August 20, 1905.  
 U. W. Armstrong, Register of Deeds.