

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. Journal No. 1. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this first day of September in the year of our Lord, nineteen hundred & five, between J. R. Stockwell and Margaret A. Stockwell, his wife of Douglas and State of Kansas, of the first part, and Lula May Probst of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty-four Hundred (\$2400.00) 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 y of the second part her 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 (100) on Kentucky Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. R. Stockwell and Margaret A. Stockwell, his wife 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

\$2400.00 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 J. R. Stockwell and Margaret A. Stockwell to the said part y 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 y of the second part, her 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 parties of the first part, heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

J. R. Stockwell [SEAL]  
Margaret A. Stockwell [SEAL]  
[SEAL]

STATE OF KANSAS, } ss.  
County of Douglas

BE IT REMEMBERED, That on this 1st day of September A. D. 1905, before me a Notary Public in and for said County and State, came J. R. Stockwell and Margaret A. Stockwell, 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 July 24th 1909. W. F. March Notary Public.

Filed for Record the 6th day of September A. D. 1905, at 12:20 o'clock M.  
W. F. March Register of Deeds.  
By E. C. Armstrong Deputy.

*So the following is endorsed on the original instrument:  
The note herein described was duly paid by the party executing the same, to wit: J. R. Stockwell and Margaret A. Stockwell, his wife, on the 1st day of September, A. D. 1905.  
As witness my hand, this 10 day of Sept. A. D. 1905.  
W. F. March*