

MORTGAGE RECORD No. 43.

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

This Indenture, Made this 15th day of August in the year of our Lord, nineteen hundred and five, between Malona O. Hay, a widow of Lawrence in the County of Douglas and State of Kansas, of the first part, and John L. Gibb, of St. Catherine, Ontario of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of Fifteen hundred Dollars, to her duly paid, the receipt of which is hereby acknowledged, ha he sold, and by these presents do he 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:

Lot No. One hundred Twenty six (126) on Connecticut Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said party of the first part do he hereby covenant and agree that at the delivery hereof she 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 Fifteen Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said party of the first part 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 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 party of the first part her heirs and assigns.

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

Signed, Sealed and Delivered in Presence of
Flora O. Hay.

Malona O. Hay. [SEAL.]
[SEAL.]
[SEAL.]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 26th day of August A. D. 1905, before me

August L. Selig a Notary Public in and for said County and State, came Malona O. Hay, a widow

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 August 27th 1905

August L. Selig Notary Public.

Filed for Record the 9th day of September A. D. 1905, at 12 o'clock P. M.

A. W. Armstrong, Register of Deeds.
Chas. C. Armstrong, Deputy.

The following instrument is hereby returned and the lien thereby created discharged. At witness my hand this 17th day of September A. D. 1905.

John L. Gibb

J. Gordon Little City in Bank

Recorded July 19 - 1911

Hoyd & Lawrence
Register of Deeds