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This Indenture, Made this fifteenth day of August in the year of our Lord, nineteen hundred and five between Wm. H. Lee (an unmarried man) of Lake View in the County of Douglas and State of Kansas, of the first part, and M. C. Lovill of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One Hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said party 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 East Ten acres of the South-east one quarter of the South-east one quarter of Section Eight (8), Township Twelve (12), Range nineteen (19).

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Wm. H. Lee do 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

One Hundred Dollars according to the terms of one certain note this day executed and delivered by the said Wm. H. Lee to the said party of the second part payable in three years at the Waltkins National Bank.

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 party 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 party making such sale, on demand, to said Wm. H. Lee his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Wm. H. Lee

[SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 15th day of September A. D. 1905, before me J. H. Mitchell, Probate Judge a Notary Public in and for said County and State, came



Wm. H. Lee

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

J. H. Mitchell Probate Judge

Filed for Record the 14th day of September A. D. 1905, at 2:30 o'clock P.M.

Chas. Armstrong

Register of Deeds.

By Elsie K. Armstrong Deputy.

for Release See Book 48 Page 366