

# 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 Tenth day of October in the year of our Lord, thirteen hundred  
eighty five, between George C. Triville and Maud M. Triville  
his wife of Lansdowne in the County of  
Douglas and State of Kansas, of the first part; and

Florence H. Allford of the second part:  
 Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
Fourteen hundred (\$14.00) Dollars,  
 to them duly paid, the receipt of which is hereby acknowledged, ha as sold, and by these presents do grant, bargain, sell and mortgage  
 to the said part 2d 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:

The North Ten (10) Acres of the East thirty (30) Acres of the South  
half of the North East quarter of Section thirty five (35) Township  
Twelve (12) Range Nineteen (19).

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 owners of the premises, above granted, and seized of a good and indefeasible  
 estate of inheritance therein, free and clear of all incumbrances Whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of  
Fourteen hundred Dollars.  
 according to the terms of one certain promissory Note this day executed  
 and delivered by the said parties of the first part to the said part 2d of the second part  
Payable three years from date hereof

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 2d 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 2d making such sale, on demand, to said parties of the first part their  
 heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha as hereunto set his hand and seals the day and year first above  
 written.

Signed, Sealed and Delivered in Presence of

George C. Triville [SEAL]  
Maud M. Triville [SEAL]  
 [SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 6th day of Oct A. D. 1905, before me  
Henry H. Asher a Notary Public in and for said County and State, came  
George C. Triville and Maud M. Triville  
 to me personally known to be the same

person s 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 Apr 8th 1907.

Henry H. Asher  
 Notary Public.

Filed for Record the 6th day of October A. D. 1905, at 2<sup>00</sup> o'clock P.M.  
A. E. Armstrong Register of Deeds.  
 Deputy.

The following is endorsed on the original instrument:  
 The notary hereby described having been called on full time meeting  
 in hereby released and the copy of this instrument  
 as it bears my hands 14th day of January 1907.  
 The Notary Public  
 Henry John G. Eby President  
 (Car 1)  
 (For assignment see Book 47 - Page 208)  
 (For assignment see Book 47 - Page 394)

Received mch 25 1907  
 Floyd L. Lawrence  
 Register of Deeds