

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. Journal Co., Printers, Under the Union Trust Building, Kansas City, Mo.

This Indenture, Made this 2nd day of October in the year of our Lord, one thousand nine hundred and five, between W. T. B. Herriott and Adda E. Herriott of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. H. Tucker of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty five hundred 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 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 North East quarter of Section Twenty Seven (27) Township Twelve (12) Range Fifteen (15).

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said W. T. B. Herriott and Adda E. Herriott 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

according to the terms of _____ certain _____ this day executed _____ to the said party _____ of the second part and delivered by the said _____

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, _____ 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 _____ heirs and assigns.

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

Signed, Sealed and Delivered in Presence of _____

[SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS, } ss.

BE IT REMEMBERED, That on this _____ day of _____ A. D. _____, before me _____ a Notary Public in and for said County and State, came

_____ 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 _____

Notary Public.

Filed for Record the _____ day of _____ A. D. _____, at _____ o'clock _____ M.

Register of Deeds.

Deputy.

This note is not to be returned on the date of payment. The note herein described having been paid in full on this _____ day of _____ A. D. _____.

As witness my hand and seal this _____ day of _____ A. D. _____

Sue A. Johnson

Recorded 8/14/11
Filed 7/1/11
one B. C. Rulancy