

## MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOHNSON CO. PRINTERS, UNDER AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this Twenty-first day of October in the year of our Lord, Thirteen Hundred and Five (1905), between Henry L. Keys and Anna Keys Husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and William C. Chamberlain of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Four Hundred (\$400) 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 of 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:

North & Calif. (S) of lot No One Hundred and two (102)  
Massachusetts Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Henry Keys and Anna Keys do hereby covenant and agree that at the delivery hereof that 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

\$400 according to the terms of two certain notes this day executed and delivered by the said Henry L. Keys and Anna Keys to the said part of of the second part his heirs and assigns \$200 due in one year and \$200 due in two years. Int. 7% payable annually.

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 of 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 making such sale, on demand, to said Henry L. Keys heirs and assigns.

IN WITNESS WHEREOF, The said part of 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

Henry L. Keys [SEAL]  
Anna Keys [SEAL]  
[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 21 day of Oct. A. D. 1905, before me

L. S. Stale a Notary Public in and for said County and State, came Henry L. Keys and Anna Keys 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 April 20 1906

L. S. Stale Notary Public.

Filed for Record the 21 day of Oct. A. D. 1905, at 12 o'clock P. M.

Will Chambers Register of Deeds.  
By W. C. Chamberlain Deputy.

D. L. Morris instrument on the original instrument

(From release to Book 44 Page 639)