

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

This Indenture, Made this 20<sup>th</sup> day of October in the year of our Lord Thirteen hundred and Five, between Charles L. Stenberg and Anna M. Stenberg his wife of the Township of Wakarusa in the County of Douglas and State of Kansas, of the first part, and

Charles E. Collins of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of

Eleven 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 part 2<sup>d</sup> 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 South half (1/2) of Lot number One hundred and seventy-one (171) and the North Seventeen (17) feet of Lot number One hundred and seventy-three (173) on Connecticut street in the City of Lawrence, Kansas,

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> 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 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

Eleven Hundred Dollars

according to the terms of One certain Note this day executed and delivered by the said Parties of the first part to the said part 2<sup>d</sup> of the second part payable three years after date with interest thereon according to the terms of said note and coupons thereto attached.

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 2<sup>d</sup> 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 2<sup>d</sup> making such sale, on demand, to said Parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Hugh Blair

Charles L. Stenberg [SEAL]

Anna M. Stenberg [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 20<sup>th</sup> day of Oct. A. D. 1905, before me

Hugh Blair a Notary Public in and for said County and State, came Charles L. Stenberg and Anna M. Stenberg 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 28<sup>th</sup> Dec. 1905

Hugh Blair Notary Public.

Filed for Record the 31<sup>st</sup> day of Oct. A. D. 1905, at 8<sup>th</sup> o'clock A. M.

W. Armstrong Register of Deeds.

By E. C. Armstrong Deputy.

This instrument is subject to the original instrument. The same herein described having been paid in full in full of the mortgage of the same. A. D. 1905. The same is hereby discharged. As witness my hand and seal this day of October, A. D. 1905.

H. B. Collins

Recorded Nov. 26<sup>th</sup> 1905

Register of Deeds

Wm. C. Armstrong

For assignment and Bond 47-324