

MORTGAGE Standard Form. JOURNAL CO., PRINTERS, HUNTERS AND TRADE BOOK MAKERS, LA SALLE, ILL.

This Indenture, Made this First day of November in the year of our Lord, thirteen
hundred and Five, between
Elizabeth Bates and B. F. Bates, her husband of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
John W. McCutley of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Eleven Hundred (\$1100.) 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:

Port numbered Eighty-seven (87) and Eighty-nine (89),
on Pennsylvania Street, in the City of Lawrence,
Parties of the first part hereby agree to maintain insurance
for \$2000. on the buildings now on or to be erected on said
premises for the benefit of said second party, his heirs
or assigns, during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Elizabeth Bates and B. F. Bates 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 and that they will warrant and
defend the same in the quiet and peaceable possession of the said
second party his heirs assigns forever against all persons lawfully claiming the same
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 mortgage note this day executed
and delivered by the said parties of the first part to the said party of the second part

due in five years from date, with interest from date to maturity as evidenced by coupons
attached thereto, and interest after maturity as evidenced by coupons attached thereto
and interest after maturity by default at the rate of 10% per annum until fully paid in cash
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 parties of the first part, their
heirs and assigns.

IN WITNESS WHEREOF, The said parties 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
Marie Trusse

Elizabeth Bates [SEAL.]
B. F. Bates [SEAL.]

STATE OF KANSAS,
County of Douglas ss.

BE IT REMEMBERED, That on this 29 day of November A. D. 1905, before me
the undersigned a Notary Public in and for said County and State, came
Elizabeth Bates and B. F. Bates, her husband,



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 Dec 13 1905

Wm. T. Sinclair
Notary Public.

Filed for Record the 1 day of Dec A. D. 1905, at 3:30 o'clock P. M.

W. W. Armstrong Register of Deeds.
Edw. C. Armstrong Deputy.

The following is entered on the original instrument
The note herein described having been paid in full
this instrument is hereby released and the same shall
be discharged as within my hand this 29th day of Nov 1909
John W. McCutley

Recorded Dec 21, 1905
Elyse L. Lawrence
Register of Deeds