

MORTGAGE RECORD No. 43.

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

This Indenture, Made this thirteenth day of September in the year of our Lord, thirteen hundred and four, between George W. Boland and Elizabeth H. Boland (wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Louis Churchbaugh of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of One hundred and fifty Dollars, to him 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 2d 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 West half (1/2) of the South East quarter (1/4) of Section Fourteen (14) South of Range Thirteen (13) East of 2^d P.M.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said George W. Boland & Elizabeth H. Boland 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 Two hundred Dollars according to the terms of one certain note this day executed and delivered by the said George W. Boland and Elizabeth H. Boland to the said part 2d of the second part his heirs & assigns

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, 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 2d making such sale, on demand, to said George W. Boland heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

George W. Boland [SEAL]
Elizabeth H. Boland [SEAL]

STATE OF KANSAS,
County of Douglas } ss.

BE IT REMEMBERED, That on this 13th day of Sept. A. D. 1904, before me

John M. Newlin a Notary Public in and for said County and State, came George W. Boland and Elizabeth H. Boland 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 11 1907

John M. Newlin
Notary Public.

Filed for Record the 5th day of Dec. A. D. 1905, at 2⁰⁰ o'clock A. M.
A. W. Armstrong Register of Deeds.
By C. E. Armstrong Deputy.

The following is endorsed on the original instrument:
This note having been duly paid, the mortgage is hereby released and the land hereby created hereby released. As written very hand this 8 day of September 1904 Louis Churchbaugh.

Recorded Sept 14th 1904
By W. Armstrong
Register of Deeds.