

## MORTGAGE RECORD No. 43.

MORTGAGE Standard Form JOURNAL CO. PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 10<sup>th</sup> day of December in the year of our Lord, nineteen  
hundred and five, between B. F. Cargay and Alice C. Cargay  
his wife and State of Kansas, of the first part, and Assn. of the South Kansas Conference of the  
Presbyterian Church of the second part:  
 Witnesseth, That the said parties of the first part, in consideration of the sum of  
Five Hundred (500) 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: Lot One hundred and thirty two (132), one  
hundred and thirty four (134) and Lot One hundred and  
thirty six (136), Monroe St., Baldwin city, County and State  
of Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
Parties of the first part do hereby covenant and agree that  
they 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

Five Hundred Dollars  
 according to the terms of one certain note this day executed  
 and delivered by the said B. F. Cargay and Alice C. Cargay to the said party of the second part

Said note to run five years from date and bearing interest at the  
rate of six % per annum from date and 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 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 B. F. Cargay and Alice C. Cargay  
 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

B. F. Cargay (SEAL)  
Alice C. Cargay (SEAL)

STATE OF KANSAS,

County of Douglas ss.BE IT REMEMBERED, That on this 14<sup>th</sup> day of December A. D. 1905, before me

W. Britton a Notary Public in and for said County and State, came  
B. F. Cargay and Alice C. Cargay

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. 19<sup>th</sup> 1906 W. Britton Notary Public.

Filed for Record the 16 day of Dec. A. D. 1905, at 6 o'clock P. M.

W. Britton Register of Deeds.  
By Ed. C. Armstrong Deputy.

The following is a true and correct copy of the original instrument as recorded in the  
 Mortgages of the County of Douglas, Kansas, for the year 1905.

Recorded Feb. 24 1911

Estelle M. Phelps Register of Deeds.

In consideration of full pay-  
 ment of the within mortgage  
 I hereby release the same this  
21<sup>st</sup> day of November, A.D. 1908