

MORTGAGE RECORD No. 43.

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

This Indenture, Made this 1st day of October in the year of our Lord, thirteen hundred and five (1905), between Fredrick Litcher and Julia A. Litcher his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and M. C. Gornell of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Eighty (80.00) 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 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:

Beginning at a point eighty five (85) feet west and one hundred (100) feet north of the South East Corner of the North East quarter of Section thirty (30) in township twelve (12) South, and Range twenty (20) East, thence West Eighty (80) feet, thence north one hundred (100) feet, thence East Eighty (80) feet, thence South one hundred (100) feet, to the place of beginning, being in addition Six (6) in that part of the City of Lawrence known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Fredrick Litcher and Julia A. Litcher his wife do hereby covenant and agree that at the delivery hereof that 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

This Grant is intended as a Mortgage to secure the payment of the sum of

Eighty (80.00) Dollars. according to the terms of one certain Note this day executed and delivered by the said Fredrick Litcher and Julia A. Litcher his wife to the said part 2d of the second part

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, 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 heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

Fredrick Litcher [SEAL.]  
Julia A. Litcher [SEAL.]

STATE OF KANSAS, } ss.  
County of Douglas

BE IT REMEMBERED, That on this 23rd day of November A. D. 1905, before me

Myrtle M. Gornell, a Notary Public in and for said County and State, came Fredrick Litcher and Julia A. Litcher (his wife) to me personally known to be the same persons 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 Jan 23 1907. Myrtle M. Gornell Notary Public.

Filed for Record the 23rd day of December A. D. 1905, at 12 o'clock M.  
A. W. Armstrong Register of Deeds.  
Deputy.

This is the original instrument. The note herein specified having been paid in full. This mortgage is hereby released and the first party is relieved of all obligations. This is a day of April A.D. 1907. M. C. Gornell, Register of Deeds.

Recorded April 14 1907  
A. W. Armstrong, Register of Deeds.