

# MORTGAGE RECORD No. 43.

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

This Indenture, Made this 23<sup>rd</sup> day of December in the year of our Lord, 1905  
between Laura B. Powell and Leonard B. Powell her husband of the City of Douglas in the County of Douglas and State of Kansas, of the first part; and \_\_\_\_\_ of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Eight Hundred Dollars,  
to be 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>nd</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: Commencing at North West corner of Section number Ten (10) in Township number Twelve (12) South, of Range number Twenty (20) East of the 6<sup>th</sup> P.M. thence east 76<sup>2</sup>/<sub>3</sub> rods; Thence South One Hundred and nine (109) rods to center of road; thence North westerly along center of road to West line of said Section Ten (10) thence North on West line of said Section to beginning of a lot belonging

School District No. 10, as per map of said land hereby conveyed containing thirty (30) acres more or less.  
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 \_\_\_\_\_ 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

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

Eight 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>nd</sup> of the second part  
Payable five 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>nd</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>nd</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 hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of  
Jessie Watt

Laura B. Powell [SEAL.]  
Leonard B. Powell [SEAL.]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 23<sup>rd</sup> day of December A. D. 1905, before me

Jessie Watt a Notary Public in and for said County, and State, came  
Laura B. Powell & Leonard B. Powell 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 30<sup>th</sup> March 1908 Jessie Watt Notary Public.

Filed for Record the 26<sup>th</sup> day of December A. D. 1905, at 1<sup>st</sup> o'clock P. M.

W. H. Armstrong Register of Deeds.  
W. E. Thompson Deputy.

The following is endorsed on the original instrument  
The said herein described having been paid this mortgage  
is hereby released and the lien hereby created thereon is  
is hereby released and the lien hereby created thereon is  
is hereby released and the lien hereby created thereon is

Recorded Jan 5 1910  
W. E. Thompson