

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form, January 1906. Printed Under and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this third day of February in the year of our Lord, 1906 and 1906 between George W. Boland & Elizabeth C. Boland husband and wife of Douglas in the County of Douglas and State of Kansas, of the first part, and John L. Forth of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two thousand and (\$2200.00) Two thousand 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:

The South Half (1/2) of South West Quarter (1/4) Section Fourteen (14) Township Fourteen (14), Range Nineteen (19) East - of 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said George W. Boland & Elizabeth C. Boland 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

\$2200.00

according to the terms of a certain note this day executed and delivered by the said George W. Boland and Elizabeth C. Boland to the said party of the second part his heirs and 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 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 George W. Boland & Elizabeth C. Boland, his heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

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

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 3rd day of February A. D. 1906, before me

Geo. A. Banks a Notary Public in and for said County and State, came George W. Boland and Elizabeth C. Boland husband and wife 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 Nov. 27 - 1908

Geo. A. Banks
Notary Public.

Filed for Record the 5th day of Feb. A. D. 1906, at 2:00 o'clock P. M.

W. L. Armstrong Register of Deeds.
By Elsie E. Armstrong Deputy.

In consideration of full pay-
ment of this within mortgage,
I hereby release the same this
11th day of Feb. 1906 to John L. Forth

Witness to mark
W. B. Forth

Attest
Fred L. Lawrence
Register of Deeds.

The following is endorsed on the original instrument.
The mortgage herein described having been paid in full, the mortgage is hereby
discharged and the lien thereby created discharged.
Witness my hand this 15th day of March A. D. 1906

Recorded March 19 1906
Geo. E. Melman