

## MORTGAGE RECORD No. 43.

MORTGAGE Standard FORM, JOURNAL CO., Writers, Binders and Book Makers, LAWRENCE, KAN.

This Indenture, Made this 12<sup>th</sup> day of February in the year of our Lord, one thousand nine hundred and six, between John M. French and Cornelia A. French, his wife of Ottawa in the County of Franklin and State of Kansas, of the first part, and William Henry of Arcington, Douglas County - Kansas - of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Eight-Hundred Dollars,

to them duly paid, the receipt of which is hereby acknowledged, has 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 one half (½) of the West

one half (½) of the North East Quarter (¼) of Section,

Thirty-Six (36) Township (11) Range (13) Also Lots

Numbered 1-2-3-4-5-6-7-8-9-10-11-12-13-14-15-16-

24-25-26-27-28-29-30- and 31 in Block number two

(2) in the Town of Grover, also Lots numbers 1-2-3-4-5-

6-7-8-9-10-11-12-13-14-15-16-17-18-19 and 20 in Block

number Three (3) in the Town of Grover with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

John M. French and, Cornelia A. French 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 promise to be this day executed and delivered by the said John M. French and Cornelia French to the said party of the second part of which the following is a copy \$800.00 five years after date, for value received he promises to pay to the order of William Henry, Eight-hundred (\$800.) Dollars at William Henry's residence, Lawrence, Kansas with interest at the rate of seven per cent per annum from date some annually until paid, principal and interest as hundred Dollars every month as by account may be due and payable.

and this conveyance shall bevoid if such payments be made herein specified. But if default be made in such payment, or any part thereof, or in the taxes on said land, or in any other payment due under this conveyance, then this conveyance shall become absolute, and the whole amount herein specified, or the taxes, or the other amounts due under this conveyance, shall be liable and subject to sale and execution, and shall be due and payable, and it shall be lawful for the said party 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 monies arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the trustee shall take possession of the said premises and all rights thereunto belonging, and pay over the net proceeds of such sales, and any overplus, if any there be, shall be paid by the party of the second part to the person or persons entitled thereto, excepting from such sale, the premium hereby granted, and the amount of principal and interest to deliver with the books and charges of making such sale, and so every other right, title and interest in the property so sold, as is now or hereafter may be lawfully and validly held by the said party of the second part.

IN WITNESS WHEREOF, The said party 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

John M. French  
Cornelia A. French

[SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,  
County of Franklin } ss.

BE IT REMEMBERED, That on this 12<sup>th</sup> day of February A. D. 1906, before me

a Notary Public in and for said County and State, came

John M. French and Cornelia A. French his 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 1<sup>st</sup> March 1906

Peter Kaiser

Notary Public.

Filed for Record the 17 day of Feb. A. D. 1906, at 12<sup>th</sup> o'clock P.M.

A. W. Armstrong Register of Deeds.

By Elsie O. Armstrong Deputy.

Recorded March 8<sup>th</sup> 1907  
Register of Deeds.