

MORTGAGE RECORD No. 43.

MORTGAGE RECORDS FORM. JOHNSON, CO., PRINTERS, MINNAPOLIS AND BUREAU BOOK MANUFACTURING CO., ST. LOUIS, MO.

This Indenture, Made this Tenth day of January in the year of our Lord, Thirteen  
Hundred and Six, between Mary Eleanor Parks and A. Parks  
her husband of Lawrence in the County of

Douglas and State of Kansas, of the first part, and  
Richard W. Carter of Miami, Florida of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
One Thousand Dollars,  
to her 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 No. Eleven (11) in Block No.

Eight (8) Crest Addition to the City of Lawrence according  
to the plat of said addition

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

One thousand dollars  
according to the terms of One certain note & coupon this day executed  
and delivered by the said parties of the first part to the said part of the second part  
payable on or before 6 years after March 1<sup>st</sup> 1906 with privilege of paying  
one hundred dollars or any larger sum at the maturity of said  
interest coupon

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 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 making such sale, on demand, to said parties of the first part their  
heirs and assigns.

IN WITNESS WHEREOF, The said part 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

Mary Eleanor Parks (SEAL.)  
A. Parks (SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas ss.

BE IT REMEMBERED, That on this 10<sup>th</sup> day of January A. D. 1906, before me

Joseph E. Riggs a Notary Public in and for said County and State, came  
Mary Eleanor Parks and A. Parks her husband  
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 March 27, 1909

Joseph E. Riggs  
Notary Public.

Filed for Record the 26<sup>th</sup> day of Feb. A. D. 1906, at 10<sup>30</sup> o'clock A. M.

Al W. Armstrong Register of Deeds.  
By Elmer C. Armstrong Deputy.

The following is covered on the original instrument this mortgage  
9-10-06 having been described having been paid in full this mortgage  
is hereby released and the lien thereon is hereby discharged as of 10-10-06  
the witness my hand this nineteenth day of January 1906  
and for the purpose of collection

Recorded March 27 1910  
By Lloyd L. Lawrence  
Register of Deeds