## MORTGAGE RECORD No. 43.

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ORTOACE Standard Form, Journal Co., Printers, Binders and Blank Book Makors, Lawrence, K This Indenture, Made this First day of Fibruary in the year of our Lord, Mineteen hundred 2 six, between Leona M. Wallen and ausince Charles - I Marrier, her husband of the city of Lawrence touglas and State of Kansas, of the first part, and \_\_\_\_\_ of the second part: - Stella Boardman Wit: asseth. That the said part chelof the first part, in consideration of the sum of Eight-hundred. Dollars, to the rebuly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do \_\_\_\_\_grant, bargain, sell and mortgage to the said part 4 of the second part hers 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: \_\_\_\_\_ dot number Seventy-one. Ollon Pennsylvania street in the city of Lawrence, Longlan County Kansas with all the appurtenances, and all the estate, title and interest of the said part who first part therein. And the said Parties of the first part do \_\_\_\_\_hereby covenant and agree that at the delivery hereof thuy are the lawful owner Sof 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 certain - note this day executed according to the terms of \_\_\_\_\_ and delivered by the said \_\_\_\_\_ Parties of the first part to the said part y of the second part Payable five years after date with int according to said note and conform attached and this conveyance shall be void if such payments be made as herein specified. But if default be made in such paymeut, or any part thereof, or 176 Y 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 4-of the second part, -helexecutors, administrators and assigns, at relea 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 in the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said In Eties of the first faitthe heirs and assigns. IN WITNESS WHEREOF, The said part. 120f the first part ha v-Chereunto set - the bands and seal S the day and year first above written. Leona W. Warren [SEAL.] Signed, Sealed and Delivered in Presence of Char. S. Warren Jonnie Watt: ISEAL.] [SEAL.] STATE OF KANSAS, Louglas County BE IT REMEMBERED, That on this \_\_\_\_\_ 2.6 \_\_\_\_ day of February \_\_\_\_\_ A. D. 1906, before me Jonnie Watt galered .....a Notary Public in and for said County and State, came Picona Mc Wascen and Charles. S. Warren, her hurband to me personally known to be the same [LS] person S 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 recen year last above written. My Commission Expires <u>30" Mck.</u> 1905 Jennie Watt. Notary Public. Filed for Record the town ry 27 day of Tobe wary A. D. 1. 966, at R. o'clock P.M. Deputy.