

## MORTGAGE RECORD No. 43.

MORTGAGE STANDARD FORM, JOHNSON CO., PRINTERS, HINDS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 18th day of April in the year of our Lord, 1906  
hundred and six (1906) between John Westfall and Elizabeth his  
Wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
J. L. Case of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
(\$400.00) Four hundred and No/100 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 part 2d 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: Beginning 20 rods East of the North West corner of the  
of North West Quarter (1/4) of fractional South West Quarter (1/4) Section Twenty Nine (29) Township  
(12) North, Range Twenty (20), Thence South 21 rods 7 feet for a point of beginning; thence East  
10 rods; thence South 85 feet; thence West 10 rods; thence North 85 feet to beginning. Also  
Beginning 9 rods West of the Center of North West Quarter (1/4) of South West Quarter  
(1/4) Section Twenty Nine (29), Township, Range (20) Twenty, thence West 11  
rods; thence North 13 rods 6 1/2 feet; thence East 11 rods; thence South 13 rods  
6 1/2 feet to beginning. Except Beginning 9 rods West of the Center of the North  
West 1/4 of said South West fractional 1/4 Sec. 29; West 60 feet; thence North  
150 feet; thence East 60 feet; thence South 150 feet to beginning.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
John Westfall and Elizabeth his wife 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  
Four Hundred Dollars.  
according to the terms of a certain Note this day executed  
and delivered by the said John Westfall and Elizabeth his wife to the said part 2d of the second part  
for a term of five years.

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 2d 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 2d making such sale, on demand, to said John Westfall his  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in Presence of

John Westfall. [SEAL]  
Elizabeth Westfall. [SEAL]  
[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 18th day of April A. D. 1906, before me

J. A. Banks.

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

John Westfall and Elizabeth his wife

to me personally known to be the same

person 3 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 1909.

J. A. Banks

Notary Public.

Filed for Record the 19th day of April A. D. 1906, at 3:05 o'clock P.M.

A. W. Armstrong Register of Deeds.  
Deputy.

The following is produced on the original instrument  
and this when compared showing same part is full the mortgage  
is as it was recorded and the said parties created the mortgage  
in witness whereof I have this 17 day of October, A.D. 1907  
J. L. Case.

Recorded October 10, 1907  
J. L. Case, Commissioner of Deeds.

I have following is endorsed on the original instrument  
The note herein described having been paid in full the mortgage  
is hereby releasing the land, thereby created and charged  
Recorded Nov. 20, 1907  
J. L. Case, Commissioner of Deeds.