

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOHNSON CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 24<sup>th</sup> day of April in the year of our Lord, 1906 hundred & Six, between Louisa M. Enturf, widow of Lawrence in the County of

Douglas and State of Kansas, of the first part, and Peoples State Bank of Lawrence Kansas of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One Hundred Dollars, to her 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 its 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:

her undivided interest in Lot No. One Hundred Eighty-seven (187) Rhode Island Street Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Louisa M. Enturf do hereby covenant and agree that at the delivery hereof she is 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 Hundred Dollars according to the terms of one certain note this day executed and delivered by the said Louisa M. Enturf to the said party of the second part note due April 27, 1907, bearing 7% interest

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, its 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 Louisa M. Enturf - her heirs and assigns.

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

Signed, Sealed and Delivered in Presence of Louisa M. Enturf [SEAL.] J. D. Lemmon [SEAL.] [SEAL.]

STATE OF KANSAS, } ss. Douglas County }

BE IT REMEMBERED, That on this 27 day of April A. D. 1906, before me J. D. Lemmon a Notary Public in and for said County and State, came Louisa M. Enturf

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 March 3 1910 J. D. Lemmon Notary Public.

Filed for Record the 27 day of April A. D. 1906 at 8<sup>20</sup> o'clock A. M. W. W. Armstrong Register of Deeds. Ray Child Armstrong Deputy.

For Release See Book 57 Page 227