

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOURNAL CO., PRINTERS, HINDS AND HINKS BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this First day of May in the year of our Lord, Nineteen
hundred and six, between H. L. Cawson, W. F. Reinisch and R. H. Stewart
Trustees of Series No 309, Fraternal Order of Eagles, of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

The Peoples State Bank of Lawrence Kansas, of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Fifteen hundred 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 2nd of the second part its successors 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 (1/2) of Lot number fifty (50) on Belmont
Street, in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
parties of the first part do hereby covenant and agree that
 at the delivery hereof they are 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

Fifteen hundred
 according to the terms of one certain promissory note this day executed
 and delivered by the said parties of the first part to the said part 2nd of the second part

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 2nd of the second part its successors, 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 1st making such sale, on demand, to said parties of the first part or at their successors heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

H. L. Cawson [SEAL]

W. F. Reinisch [SEAL]

R. H. Stewart [SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 2nd day of May A. D. 1906, before me

Corydon E. Lindley a Notary Public in and for said County and State, came
H. L. Cawson, R. H. Stewart, and W. F. Reinisch

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 June 1st 1909

Corydon E. Lindley
 Notary Public.

Filed for Record the 7th day of May A. D. 1906, at 2 o'clock P.M.

W. H. Armstrong Register of Deeds.
Register of Deeds Deputy

The following is enclosed in the original instrument.
 The note referred to in the foregoing is a promissory note in full
 to wit: one certain promissory note this day executed
 and delivered by the said parties of the first part to the said part 2nd of the second part
 Co. witness my hand and seal this 2nd day of May A. D. 1906.
 C. B.

This for Changing is enclosed in the original instrument.
 The note referred to in the foregoing is a promissory note in full
 to wit: one certain promissory note this day executed
 and delivered by the said parties of the first part to the said part 2nd of the second part
 Co. witness my hand and seal this 2nd day of May A. D. 1906.
 C. B.