

MORTGAGE RECORD No. 43.

ORTGAGE Standard Form. JOURNAL CO., PRINTERS, BUREAU, and BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 8th day of May in the year of our Lord, 1906, between Simmie H. Snyder and Agnes F. Snyder his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Sily F. McCona of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Two Hundred and Fifty 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 2^d of the second part her 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:

Lots number Seventeen (17) and Eighteen (18) in Block number One Hundred and Twenty (170) in the City of Eudora, according to the plat of said City.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Simmie H. Snyder and Agnes F. Snyder do hereby covenant and agree that at the delivery hereof They are the lawful owner s 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 Two Hundred and Fifty Dollars according to the terms of One certain Note this day executed and delivered by the said Simmie H. Snyder and Agnes F. Snyder to the said part 2^d of the second part Payable three years from date

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 2^d of the second part, her 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 2^d making such sale, on demand, to said Simmie H. Snyder and Agnes F. Snyder, their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Simmie H. Snyder [SEAL.]

Agnes F. Snyder [SEAL.]

[SEAL.]

STATE OF KANSAS, } ss.
County of Douglas

BE IT REMEMBERED, That on this 8th day of May A. D. 1906, before me C. F. Richards a Notary Public in and for said County and State, came Simmie H. Snyder and Agnes F. Snyder his wife 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 April 4th 1906

C. F. Richards Notary Public.

Filed for Record the 9th day of May A. D. 1906, at 10¹⁵ o'clock A. M.

W. W. Armstrong Register of Deeds.

Deputy.

The following is a copy of the original instrument
 recorded May 11 1909
 Floyd L. Lawrence
 Register of Deeds.
 Deputy.