

MORTGAGE Standard Form. JOURNAL CO., Printers, Binders and Blank Book Makers, LAWRENCE, KAN.

This Indenture, Made this First day of May, in the year of our Lord, Twentieth hundred and Six (1906), between George M. Talley and Jessie E. Talley husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Louis H. Jackson of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Ten Thousand 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 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:

Lot Number Eighty one (81) and Eighty three (83) on Massachusetts Street Lawrence, Kansas.

This Mortgage is given to secure the payment of a portion of the purchase money for land above described premises.

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 One 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 Ten Thousand Dollars according to the terms of Five (5) certain Notes this day executed and delivered by the said George M. and Jessie E. Talley to the said part 2 of the second part payable at the Lawrence Nat Bank of Lawrence Kansas

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 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 2 making such sale, on demand, to said George M. and Jessie E. Talley their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

George M. Talley [SEAL]
Jessie E. Talley [SEAL]
[SEAL]

STATE OF KANSAS, }
Douglas County } ss.

BE IT REMEMBERED, That on this 9th day of May, A. D. 1906, before me Alfred Whitman a Notary Public in and for said County and State, came George M. Talley and Jessie E. Talley husband and wife to me personally known to be the same 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 year last above written.

My Commission Expires January 19 1907.

Alfred Whitman
Notary Public.

Filed for Record the 9th day of May, A. D. 1906, at 2¹⁰ o'clock P. M.
A. W. Armstrong Register of Deeds.
Deputy.

Recd (for payment) to 1906 411 P. 275)
 The note herein described having been paid in full
 this mortgage is hereby released and the hereby granted hereby
 at witness my hand this 9th day of May 1906
 J. M. Macfarlane
 Register of Deeds

In consideration of full pay-
 ment of the within mortgage

Alfred Whitman
 Notary of Lawrence