

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. Journal Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Eighteenth day of May in the year of our Lord, Nineteen
Hundred and Six, between C. M. Lowe and Emma F. Lowe (his wife)
 of Lawrence in the County of

Douglas and State of Kansas, of the first part, and
Mary J. Bailey of New York of the second part:
 Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Nine Hundred Dollars,
 to have duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage
 to the said part 2d 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:

Lot 2 and 4, Block Forty (40) Elliott Street
West Lawrence, in the City Lawrence Douglas Co. Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
C. M. Lowe and Emma F. Lowe 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
Nine Hundred Dollars,
 according to the terms of Two certain notes one for \$100 this day executed
 and delivered by the said C. M. Lowe and Emma F. Lowe to the said part 2d of the second part
her heirs and assigns

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, 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 2d making such sale, on demand, to said C. M. Lowe heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

C. M. Lowe. (SEAL.)

Emma F. Lowe. (SEAL.)

(SEAL.)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 17th day of May A. D. 1906, before me

John M. Newlin a Notary Public in and for said County and State, came
C. M. Lowe and Emma F. Lowe (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 11 1907.

John M. Newlin

Notary Public.

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

W. W. Armstrong Register of Deeds.

Deputy.

For assignment see Book 54 Page 618
 In consideration of full pay
 made of the within mortgage I
 hereby release the same this
22nd day of Sept 1917
John M. Newlin
 Register of Deeds

ATTEST

Estelle D. Matthews
 Register of Deeds

1st copy of this mortgage is endorsed on the original mortgage of
 Pleasant Street, Kansas City, Mo. having been paid in full the mortgage is
 hereby released and the lien thereby created discharged as indicated
 Recorded Dec. 18 1909
 H. L. S.