

MORTGAGE RECORD No. 43.

MORTGAGE STANDARD FORM. JOCKIMAN CO., PRINTER, TURNER AND BIRK BROS. PRINTERS, LAWYERS, KAN.

This Indenture, Made this 9th day of June in the year of our Lord, Nineteen hundred and Six (1906), between Ed. F. Beard and L. J. Beard, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and D. L. Pease of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Two Hundred and Fifty & No/100 (\$ 250.00) Dollars, to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d 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:

North Half (1/2) of Lot No. Four (4) in Addition (11) in that part of the City of Lawrence, known as North Lawrence, formerly.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Ed. F. Beard and L. J. Beard, his wife 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 according to the terms of OK certain Note this day executed and delivered by the said Ed. F. Beard and L. J. Beard, his wife to the said part 2d 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 2d 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 2d making such sale, on demand, to said Ed. F. Beard, his 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

Ed. F. Beard. [SEAL]
L. J. Beard. [SEAL]
[SEAL]

STATE OF KANSAS,
County of Douglas } ss.

BE IT REMEMBERED, That on this 9th day of June A. D. 1906, before me

Geo. O. Banks a Notary Public in and for said County and State, came

Ed. F. Beard and L. J. Beard, his 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 November 27th 1908.

Geo. O. Banks.
Notary Public.

Filed for Record the 9th day of June A. D. 1906, at 7³⁵ o'clock P.M.

A. W. Connelley. Register of Deeds.
Deputy.

The facsimile is as follows: and the original instrument is hereby acknowledged. Having been paid out full this mortgage is hereby discharged and the lien hereby created discharged. At Lawrence my hand this 9th day of June A.D. 1906 D. L. Pease

Recorded June 25/1909
Floyd L. Lawrence
Register of Deeds



The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 22nd day of June A.D. 1906 Geo. O. Banks

Recorded June 26, 1906
Floyd L. Lawrence
Register of Deeds