

MORTGAGE RECORD No. 43.

ORTGAGE Standard Form. Journal No. 1. Printers, Binders and Blank Book Makers. Lawrence, Kan.

This Indenture, Made this 26th day of June in the year of our Lord, minuten, hundred and six, between J. G. Sullivan and Margaret Sullivan his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and the Merchants Loan & Savings Bank of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six 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 of the second part its 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 one hundred and two (102) on New York Street in the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part 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 owners 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

\$600⁰⁰

according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part of the second part payable two years after date with interest at 6%

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 of the second part, its 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 making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 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 J. G. Sullivan [SEAL.] Margaret Sullivan [SEAL.] J. C. Whipple [SEAL.] witnesses to make.

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 26th day of June A. D. 1906, before me

W. F. March a Notary Public in and for said County and State, came J. G. Sullivan and Margaret Sullivan 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 July 27 1907 W. F. March Notary Public.

Filed for Record the 28th day of June A. D. 1906, at 9⁰⁰ o'clock A.M.

W. F. March Register of Deeds.
By W. F. March Deputy.

The following is endorsed on the original instrument:
The note herein mentioned having been paid in full this mortgage is hereby released and the legal title hereby created discharged. Witness my hand this 11th day of March, A. D. 1908.
J. C. Whipple, President of the Merchants Loan & Savings Bank
Attest: Notary Public

Recorded Nov 13th 1905
U. B. Armstrong
Register of Deeds