

## MORTGAGE RECORD No. 43.

MORTGAGE Standard Form, Journal No. 1, Printers, Binders and Blank Book Makers, LAWRENCE, KAN.

This Indenture, Made this 27<sup>th</sup> day of June in the year of our Lord, 1906  
hundred and six (1906), between Mary E. Ashley, a widow.  
of Lawrence in the County of

Douglas and State of Kansas, of the first part, and  
J. B. Parsons, Lawrence Douglas County, Kansas of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of  
(\$50.) fifty dollars Dollars,  
 to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage  
 to the said party 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:

Two lots situated on Delaware street being lots numbered (129)  
and (131) one hundred and twenty nine and one hundred thirty  
one in Earl's Addition to the City of Lawrence and also the  
fractional lots (129) and (131) one hundred and twenty nine  
and one hundred and thirty one on Delaware Street in the  
original City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
Mary E. Ashley do hereby covenant and agree that  
 at the delivery hereof she is 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 except one Mortgage of \$200.00 two  
hundred dollars given in favor of J. J. Elbertson.

This Grant is intended as a Mortgage to secure the payment of the sum of

(\$50.) Fifty dollars.  
 according to the terms of one certain note this day executed  
 and delivered by the said Mary E. Ashley to the said party of the second part  
J. B. Parsons.

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 party 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 party making such sale, on demand, to said Mary E. Ashley or her  
 heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Mary E. Ashley [SEAL]  
 [SEAL]  
 [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 27<sup>th</sup> day of June A. D. 1906, before me

Ernest J. Parsons, a Notary Public in and for said County and State, came  
Mary E. Ashley, a widow.

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 June 2 - 1907.

Ernest J. Parsons  
 Notary Public.

Filed for Record the 27<sup>th</sup> day of June A. D. 1906, at 10<sup>00</sup> o'clock A.M.

Arthur Stone Register of Deeds.  
By David Armstrong Deputy.

The following is a large copy of the original instrument  
 The Note herein described having been paid in full this mortgage  
 is hereby released and the property hereby created by the  
 (as witness, they have this 18th day of December A. D. 1906.  
 at Lawrence, Kansas.  
 Ernest J. Parsons.

Recorded Dec 18 1906.  
 (C. W. Armstrong)  
 Register of Deeds.