MORTGAGE RECORD No. 43.

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ORTGAGE Standard Form, JOURNAL CO., Printers, Binders and Blank Book Makers, Lawrence, Kan. This Indenture, Made this 24 day of ally in the year of our Lord, Mullere Cundred and Jy, between glary K. Mc Kinney husband and for Ballion In the County of . Douglos and Suite of Kansas, of the first part, and of the second part: Julia Friend Witnesseth. That the said part 252of the first part, in consideration of the sum of One Thousand. Dollars, to these presents do ______ grant, bargain, sell and mortgage to the said part y- of the second part hers 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: Lob - number Twenty (20) Twenty One (21) and Twenty Two (22) on Fifth Street in Beldin Dity, with all the appurtenances, and all the estate, title and interest of the said part Sof the first part therein. And the said _____ David R. gh 2 Kniney do 2 hereby covenant and agree that at the delivery hereoffict he is the lawfulowner 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 One Thrusand Dollars. according to the terms of ______ certain from nony worthis day executed _______ and delivered by the said Paria B. M. Furnery & Mary Com Commercy to the said part y of the second part royable five years after date which subsect at the cate of seven por cent mum payable semi annually according to in interest soupons attached to said note 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 4-of the second part free 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 y_____making such sale, on demand, to said David G, III Manarey to heirs and assigns. IN WITNESS WHEREOF. The said part/es of the first part have herennto set Thee hand sand seal the day and year first above written. David, R. Meturney ___ [SEAL.] Signed, Sealed and Delivered in Presence of Mary R MCEnney [SEAL] [SEAL.] STATE OF KANSAS, County of Douglas _day of _____A. D. 190% before me 24 th BE IT REMEMBERED, That on this ... Janks, a Notary Public in and for said County and State, came des. a. l Mc Kunny and Mary M. M. Stroney David 17 husband and wife to me personally known to be the same person Syvho 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. Jer, a. Bankes. My Commission Expires Dlov. 27- 1918 Notary Public. Filed for Record the <u>25</u> - day of July A. D. 1994, at <u>Fo</u>'clock M. *AUL Anarcheng*, Register of Deeds. *By Clair & Crushong* Deputy.

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