

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

This Indenture, Made this 26th day of December in the year of our Lord, 1905 between C. E. McClung and Anna A. his wife of Lawrence in the County of

Douglas and State of Kansas, of the first part, and John L. Galt of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of (\$ 1500.00) Fifteen Hundred and No/100 Dollars, to be 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 2^d 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:

The South (S) Half of Lot No. One Hundred and Eighty Seven (187) and all of Lot No. One Hundred and Eighty Nine (189) Ohio Street in the City of Lawrence

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. E. McClung & Anna A. his wife 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 except an certain mortgage for \$ 3000. to Charles P. Grosvenor

This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred Dollars according to the terms of one certain note this day executed and delivered by the said C. E. McClung & Anna A. his wife to the said part 2^d of the second part payable five years after date.

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 2^d 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 2^d making such sale, on demand, to said C. E. McClung & Anna A. his wife heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

C. E. McClung [SEAL.]
Anna A. McClung [SEAL.]
[SEAL.]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 26th day of December A. D. 1905, before me

Geo. A. Banks a Notary Public in and for said County and State, came C. E. McClung and Anna A. 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 Nov. 27-1908

Geo. A. Banks
Notary Public.

Filed for Record the 25th day of August A. D. 1906, at 2³⁰ o'clock P. M.

W. W. Armstrong Register of Deeds.
By Eric Armstrong Deputy.

The following is endorsed on the original instrument: The said Anna A. McClung having been paid in full this mortgage is hereby released and the lien hereby created is hereby cancelled. As Witness my hand this 26th day of December 1905. John L. Galt

To be kept in the County Clerk's Office 47 Pages 4-10

Recorded July 18 1910
By Register of Deeds
at Lawrence, Kan.