

MORTGAGE RECORD No. 43.

ORTGAGE Standard Form. JOURNAL CO., Printers, Binders and Blank Book Makers, 14 South Main.

This Indenture, Made this Third day of May in the year of our Lord, 1906,
between and Six between Fredrick M. Bennett and Alice
M. Bennett his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
E. M. Giff of St Catherines - Ontario's Canada of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Two Thousand and no 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 party 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:

Fifty feet off of the North side of Lot No. Two Black No
Eight in Acre addition to the city of Lawrence Kansas according to the plat in file
 in the office of the Register of Deeds of said County more particularly described as follows:
 Beginning at the North East corner of said Lot Two, Black Eight, thence running
 west along the north line of said Lot to the Northwest corner of said
 Lot Two thence south on the west line of said Lot fifty feet thence
 East on a line parallel with the north line of said Lot to the West
 line of Acre Avenue thence on said line of the Avenue in
 a Northeasterly direction to the point of beginning.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Fredrick M. Bennett & Alice M. Bennett his wife do hereby covenant and agree that
 at the delivery hereof they are 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

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

Two Thousand and no dollars
 according to the terms of One certain Note this day executed
 and delivered by the said Fredrick M. Bennett & Alice M. Bennett to the said party of the second part

having interest at the rate of six per cent per annum payable on the first day
 of the 1st of May and continuing in agreement that the sum of \$1000 is to be paid in monthly
 payments of \$100 per month until the maturity of the loan and after the first year from 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 party 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 party making such sale, on demand, to said Fredrick M. Bennett & Alice M. Bennett
 heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Fredrick M. Bennett, [SEAL]
Alice M. Bennett, [SEAL]
 [SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 3 day of May A. D. 1906, before me

Caydon E. Lindley a Notary Public in and for said County and State, came
Fredrick M. Bennett and Alice M. Bennett
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 June 2 - 1907

Caydon E. Lindley
 Notary Public.

Filed for Record the 25 day of August A. D. 1906 at 2:30 o'clock P. M.

Register of Deeds.

By E. C. Armstrong Deputy.

This instrument is endorsed on the original instrument
 The note herein described having been paid in full, this note is hereby released and the
 lien thereby created discharged. As witness my hand this 17th day of August, A. D. 1907

J. J. Swenson Jr. - L. M. Giff
 J. J. Swenson & Co. Attys.

Recorded 5/11/11
 Floyd L. Lawrence
 Register of Deeds

The following is a copy of the original instrument
 The note herein described having been paid in full, this note is hereby released and the
 lien thereby created discharged. As witness my hand this 17th day of August, A. D. 1907

Recorded April 25 - 1908
 C. W. Armstrong, Reg. of Deeds.