

## MORTGAGE RECORD No. 43.

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

This Indenture, Made this Tenth day of August in the year of our Lord, Nineteen  
hundred and Six, between C. E. Collins and Matie C. Collins  
his wife of the City of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and

Hugh Blair of the second part:  
Witnesseth, That the said party of the first part, in consideration of the sum of  
Fifteen 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 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:

The South Forty (40) feet of Park Lots numbered  
Twenty-seven (27) and Twenty-nine in the City of  
Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party 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

Fifteen Hundred Dollars  
according to the terms of One certain Note this day executed  
and delivered by the said Parties of the first part to the said party of the second part  
Payable three years after date with interest thereon according  
to the terms of said note and coupons thereto attached.

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 Parties of the first part their  
heirs and assigns.

IN WITNESS WHEREOF, The said party 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  
Jennie Watt

C. E. Collins, [SEAL.]  
Matie C. Collins [SEAL.]  
[SEAL.]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 27th day of August A. D. 1906, before me

Jennie Watt a Notary Public in and for said County and State, came  
C. E. Collins and Matie C. Collins, 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 30-Mch-1908

Jennie Watt,  
Notary Public.

Filed for Record the 10th day of Sept. A. D. 1906, at 1:30 o'clock P. M.

Alv. Armstrong, Register of Deeds.  
By Alv. Armstrong, Deputy.

This instrument is returned on the official business is hereby released and the  
same is hereby returned to the party of the first part on the day of May A. D. 1907

Jennie Watt  
By Alv. Armstrong

Jennie Watt  
By Alv. Armstrong

May 20 1906  
Castle 7 Notings  
Return of Deeds

For Payment See Book 44 - Pg 134