

## MORTGAGE RECORD No. 43.

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

This Indenture, Made this 4<sup>th</sup> day of October in the year of our Lord, one thousand and six hundred (1906), between U. S. G. Plank and Emma E. Plank his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and People's State Bank of Lawrence, Kansas of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Three Thousand 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 part 2<sup>d</sup> of the second part its 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:

Lot 4 and 7 in Block 5 Over Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> 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

Three Thousand Dollars according to the terms of two certain notes this day executed and delivered by the said Parties of the first part to the said part 2<sup>d</sup> of the second part \$500.00 due in six months \$2500.00 due in three years

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<sup>d</sup> of the second part, its 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<sup>d</sup> making such sale, on demand, to said U. S. G. Plank his heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

U. S. G. Plank [SEAL]  
Emma E. Plank [SEAL]  
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE AT REMEMBERED, That on this 4<sup>th</sup> day of October A. D. 1906, before me Alfred Whitman a Notary Public in and for said County and State, came U. S. G. Plank and Emma E. Plank 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 January 1

Alfred Whitman  
Notary Public.

Filed for Record the 5<sup>th</sup> day of Oct A. D. 1906, at 11 o'clock A.M.

W. H. Bruster Register of Deeds.  
By Elsie E. Armstrong Deputy.

This mortgage is endorsed on the original instrument. The note herein described having been paid in full, the mortgage is hereby released and the same is to be returned to the mortgagor. U. S. G. Plank and Emma E. Plank. (Seal of People's State Bank, Lawrence, Kan.)

Recorded April 8, 1908.  
U. S. G. Plank and Emma E. Plank.  
Register of Deeds.

The following is endorsed on the original instrument: The note herein described having been paid in full, the mortgage is hereby released, and the same is to be returned to the mortgagor. U. S. G. Plank and Emma E. Plank. (Seal of People's State Bank, Lawrence, Kan.)