

MORTGAGE RECORD No. 43.

ORTCAGE Standard Form. JOURNAL, Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 9th day of November in the year of our Lord, Nineteen
Hundred and six, between Melle A. Myers
of Lawrence in the County of

Douglas and State of Kansas, of the first part, and Edward T. Billing of the second part:

Witnesseth, That the said part 4 of the first part, in consideration of the sum of Four Hundred Dollars, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part 4 of the second part 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: 2 1/2 acres

Lot number eighty-eight (88) on New Hampshire Street in the City of Lawrence.

This mortgage is subject to a prior mortgage of \$1000. dated January 21st, 1904, from H. C. Peterson, Guardian of Anna E. Rodman, insane, to S. Hansen, and assigned by S. Hansen to Susan B. Miller, dated August, 24th 1905.

with all the appurtenances, and all the estate, title and interest of the said party of the first part of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof she 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 except a prior mortgage of \$2000 dated January 21, 1904 from L. C. Patterson, Guardian of Anna E. Redman, minor, to J. Groenewald and signed by J. Groenewald and Susan E. Miller, dated August 24, 1905 This Grant is intended as a Mortgage to secure the payment of the sum of \$400.00

according to the terms of an certain promissory this day executed
and delivered by the said of the first part to the said part 4 of the second part

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 y 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 — making such sale, on demand, to said only if the final heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Helle C. Myers. [SEAL.]

STATE OF KANSAS,

County of Douglas } SS

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

Gertrude Standish a Notary Public in and for said County and State, came



Melle A. Myers.

....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 July 3 1967

Gertrude Standing
Notary Public.

Filed for Record the Nov day of 5

A. D. 1906, at 9- o'clock A.M.

Wm. Armstrong Register of Deeds.

By Wm. E. Andrews, Deputy.

For Quarantine, See Box 44-Pg 186.