

## MORTGAGE RECORD No. 43.

ORTGAGE Standard Form, JOURNAL CO. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 14<sup>th</sup> day of November in the year of our Lord, 1910  
Hundred and Six, between Frederick Balow and Rose  
Balow Husband and Wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and \_\_\_\_\_

Peoples State Bank of Lawrence, Kansas of the second part:  
 Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
One Hundred and Fifty 00/100 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 2d 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 number One Hundred Four (104) Connecticut Street  
in the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Frederick C. Balow & Rose Balow 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

One Hundred Fifty Dollars

according to the terms of no certain note this day executed

and delivered by the said parties of the first part to the said part 4 of the second part

be and payable two years after date with interest at 6 per  
cent 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 part y 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 costs and charges of making such sales, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said parties of the first part here 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*

Fritz Balow [SEAL.]

Rose Balow [SEAL.]

[SEAL.]

STATE OF KANSAS, } ss  
Douglas County }

BE IT REMEMBERED, That on this 14 day of Nov. A. D. 1966, before me

The undersigned a Notary Public in and for said County, and State, came  
Frederick Balow and Rose Balow 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 26, 1910

*E. J. Hilkey* Notary Public.

Filed for Record the 14<sup>th</sup> day of Nov. A. D. 1906, at 3<sup>40</sup> o'clock P. M.

A. W. Armstrong, Register of Deeds.

By Eric C. Munstang, Deputy.

rec. Dec. 9-1905.  
 All Mr. Armstrong pay of Octo.  
 By Eric C. Armstrong, Dep.  
 (The \$4000 unit is entered on physical instrument)  
 the unit being dissolved having been paid in full, the mortgage is hereby  
 released, and the same hereby cancelled, discharged. Do William Henry Hamblet  
 this 9th day of December, A. D. 1905  
 George S. B. 33 Capital State Street  
 B. 33 11 B 9 1 B

Dec. 9-1905.

Wellington 22-2-1880.

100

*Notary Public.*

M.

Register of Deed

224. Decont