

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. Approved by Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 19th day of December in the year of our Lord, 1904
hundred and Six, between Lloyd R. Howe and Sadie A. Howe
husband and wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and E. T. Emery of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Two Hundred and Fifty 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:

Lot Number Seventy Two (22) on New Jersey Street
in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Lloyd R. Howe and Sadie A. Howe 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 Hundred and Fifty Dollars.
 according to the terms of one certain promissory note this day executed
 and delivered by the said Lloyd R. Howe and Sadie A. Howe to the said party of the second part
payable at the Merchants National Bank at Lawrence Kansas 5 years after date with
interest at 7 1/2 per annum payable semi annually.

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 Lloyd R. Howe and Sadie A. Howe
 heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part have hereunto set their hands and seal the day and year first above
 written.

Signed, Sealed and Delivered in Presence of

Lloyd R. Howe [SEAL]
Sadie A. Howe [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 19th day of December A. D. 1904, before me
Frank E. Banks, a Notary Public in and for said County and State, came
Lloyd R. Howe and Sadie A. Howe husband and
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 Nov. 5 1910

Frank E. Banks
 Notary Public.

Filed for Record the 19 day of Dec. A. D. 1904, at 5⁰⁰ o'clock P. M.

Alb. Armstrong Register of Deeds.
By Elsie C. Armstrong Deputy.

The following is endorsed on the original instrument:
 The note herein described having been paid in full, this mortgage is hereby released and the
 lien hereby created discharged. As witness my hand this 20th day of December, A. D. 1912.

E. T. Emery

Recorded Dec 21 1911
 Lloyd R. Howe
 Sadie A. Howe

The following is endorsed on the original instrument:
 The note herein described having been paid in full, this mortgage is hereby released and the
 lien hereby created discharged. As witness my hand this 20th day of December, A. D. 1912.
 Elsie C. Armstrong

Recorded 21st 15 1912
 Lloyd R. Howe
 Sadie A. Howe