

MORTGAGE RECORD No 43.

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

This Indenture, Made this 28 day of December in the year of our Lord, 1906, between George C. Traville and Maude M. Traville, husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mrs. Elizabeth H. Middaugh of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Seventeen Hundred 1700.00 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 her 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 West half of the North East Quarter of Section No. One (1) Township No Fourteen (14) South of Range No. Seventeen (17). East of the Sixth Principal Meridian Kansas (W 2 of NE 4 - 1-14-17)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said George C. Traville & Maude M. Traville 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

\$ 1700.00 according to the terms of one certain note this day executed

and delivered by the said George C. Traville & Maude M. Traville to the said party of the second part payable in five years interest semi annually according to ten coupons

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 her 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 his heirs and assigns.

IN WITNESS WHEREOF, The said party 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

George C. Traville [SEAL]

Maude M. Traville [SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 28 day of Dec, A. D. 1906, before me

L. S. Steele a Notary Public in and for said County, and State, came

George C. Traville and Maude M. Traville

wife to me personally known to be the same

persons 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 June 20 1910

L. S. Steele Notary Public.

Filed for Record the 28 day of Dec, A. D. 1906 at 2 30 o'clock P. M.

Allen D. Armstrong Register of Deeds.
By Elsie C. Armstrong Deputy.

The following is endorsed on the original instrument having been paid in full this mortgage is hereby released and the parties are discharged. Mrs. Elizabeth H. Middaugh Juster herself Her Attorney in fact

Recorded Nov 24 1909
Hoyd L. Lawrence
Register of Deeds.