

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. PUBLISHED BY THE AMERICAN LAND TITLE INSURANCE CO. CHICAGO, ILL.

This Indenture, Made this Twenty first day of October in the year of our Lord, one thousand
and four, between William C. Ellis and Ellen J. Ellis
Reside of the City of Lawrence in the County of
Douglas and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Two 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 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: The South half (S.) of Lot Number Seventy

seven (77) on Massachusetts Street in the City of Lawrence, said
County and State.

with all the appurtenances, and all the estate, title and interest of the said part 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 Save and except a mortgage for
\$ 3000 to the Northwestern Mutual Life Insurance Company
of Milwaukee Wisconsin This Grant is intended as a Mortgage to secure the payment of the sum of
Two Thousand Dollars

according to the terms of four certain notes this day executed
and delivered by the said parties of the first part to the said part of the second part
for \$500 each payable on the 11th day of Feb. in each of the years 1906-1907
1908 & 1909, with semi-annual interest, but if I with privilege to pay \$200 any
multiple times in account of Principal when interest falls due.
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 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 parties of the first part their
heirs and assigns.

IN WITNESS WHEREOF, The said part 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
William C. Ellis [SEAL.]
Ellen J. Ellis [SEAL.]

STATE OF KANSAS, } ss.
County
BE IT REMEMBERED, That on this 8th day of Nov. A. D. 1905, before me
J. D. Simon a Notary Public in and for said County and State, came
William C. Ellis and Ellen J. Ellis, his 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 March 5 1906 J. D. Simon Notary Public.

Filed for Record the 7 day of Dec. A. D. 1905, at 2 45 o'clock P. M.
A. W. Armstrong Register of Deeds.
By Ellen C. Armstrong Deputy.

(Transcript See Page 324)
(Two Belong to A. W. Armstrong)