

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOURNAL CO. PRINTERS, UNDER AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this June day of June in the year of our Lord, 1906, hundred and six, between William A. Griffith and Ida S. Griffith his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Arnie Rees Pugh of Aurora New York of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

Two Thousand (82000) 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:

Commencing at the South west corner of lot seven (7) in Block Two (2), in Block addition to the City of Lawrence, in said County and State, thence East along the South line of lot seven (7) seventy (70) feet thence North parallel with Indiana Street one hundred and sixty (160) feet; thence west parallel with Hancock Street seventy feet, thence South along the west line of said lots seven and eight to the place of beginning.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said William A. Griffith and Ida S. Griffith 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

Two Thousand (82000)

according to the terms of a certain Contract this day executed and delivered by the said parties of the first part to the said party of the second part

Said Contract being marked "Exhibit A" and providing for the payment of the said Two Thousand Dollars with interest thereon in installments.

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 parties making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Ida S. Griffith [SEAL]

William A. Griffith [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 27th day of June A. D. 1906, before me

Edw. E. Brown a Notary Public in and for said County and State, came

William A. Griffith and Ida S. Griffith 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 Jan 29 1910

Edw. E. Brown

Notary Public.

Filed for Record the Nov 10th day of Nov A. D. 1906, at 2¹⁵ o'clock P. M.

A. W. Armstrong Register of Deeds.

Deputy.

(Pl. following instrument on the original instrument) mortgage herein described having been paid in full, this mortgage is hereby released and the parties thereto are discharged. As witness my hand this 27th day of June, 1906, at Lawrence, Kan. Arnie Rees Pugh

Recorded 11/10/06
by Lloyd E. Armstrong
Hammaker & Co. 505
1st National Bldg. -
see Book 47 page 318

Recorded Oct. 27, 1913

This note herein described having been paid in full, this mortgage is hereby released and the parties thereto are discharged. As witness my hand this 27th day of June, 1906, at Lawrence, Kan. Arnie Rees Pugh