

## MORTGAGE RECORD No. 43.

ORTHOGE Standard Form. JOURNAL Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 11<sup>th</sup> day of December in the year of our Lord 1910  
hundred and 24, between Margaret L. Cud, Widow of the  
City of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and

Mary A. Boardman of the second part:

Witnesseth, That the said party of of the first part, in consideration of the sum of Three hundred and seventy-five Dollars, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do th grant, bargain, sell and mortgage to the said party of 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: 31 1/2 x 16 1/2 x 16 1/2 x 16 1/2

and State of Kansas, described as follows, to wit: Lot number Sixteen (16) on Rhode Island street in the City of Lawrence Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said 8  
Margaret H. Cured doth hereby covenant and agree that  
at the delivery hereof she is 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

Three hundred and seventy five Dollars 3/4

according to the terms of One certain Note this day executed

and delivered by the said Margaret H. Curd to the said part 1 of the second part

payable two years after date according to terms of note and coupons attached.

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 7 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 part 7 making such sale, on demand, to said Party of the first part her heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part has her hereunto set her hand and seal the day and year first above written.

*Signed, Sealed and Delivered in Presence of*

Angie Blair

Margaret L. Curd [SEAL]

..[SEAL.]

[SEAL.]

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 11 day of Dec. A. D. 1906, before me

Hugh Blair a Notary Public in and for said County and State, came



...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 28 Dec 90

Hugh Blair

*Notary Public.*

Filed for Record the 15 day of Dec. A. D. 1906, at 3 o'clock 6 M.

Attest: Edw. Armstrong Register of Deeds  
By Elsie G. Armstrong Deputy.

The following is enclosed are the original instruments.  
Mr. Kate Spencer, deceased, having been paid in full, his mortgage  
is hereby released, and the title hereby declared to be  
as follows: My hand this 27<sup>th</sup> day of March, A.D. 1908.  
Wm. C. Boardman.

Recorded March 30<sup>th</sup> 1908.  
W. B. James, Secy.  
Register of Deeds.