## MORTGAGE RECORD No. 43.

en

This Indenture, Made this First day of December in the year of our Lord, Minetere of the the County of of Lawrence in the County of Douglas and State of Kansas, of the first part, and Jalues Bohannon of the Barne place \_\_\_\_\_ of the second part: second part: of the sum of Witnesseth, That the said part calof the first part, in consideration of the sum of Seven Hundred Dollars. Dollars. to there is duly paid, the receipt of which is hereby acknowledged, ha Odsold, and by these presents do \_\_\_\_\_grant, bargain, sell and mortgage ll and mortgage nty of Douglas, to the said part 2 of the second part 12 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: \_\_\_\_\_. tin Lot No One hundred and Vinction (117) on Kentusky Street in the city of Lawrence Recording to the plat of Said City. with all the appurtenances, and all the estate, title and interest of the said participant of the first part therein. And the said parties of the first part do \_\_\_\_\_ hereby covenant and agree that and agree that at the delivery hereof They are the lawful owner S of the premises, above granted, and seized of a good and indefeasible 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 nt of the sum of Deven hundred Dollars one certain Hoto and Cufore this day executed \_\_\_\_\_ according to the terms of ...... and delivered by the said parties of the first wart \_\_\_\_\_to the said part y ..... of the second part the second part due on or before fine years with interest at six per cent per amun payale semianusty sith purily of paying 100, or any multiple thereof at any interest paying prime 1 mole 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 y 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 ne whole amount shall become due and payable, and it shall be lawful for the said part y-of the second part, here executors, administrators and assigns, at s 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 e 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 h sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said to die of the first part their bart here heirs and assigns. IN WITNESS WHEREOF, The said part 44\_of the first part hade hereunto se Their hand 9 and seal 3 the day and year first above l year first above written. S. S. Francisco SEAL. Signed, Sealed and Delivered in Presence of \_[SEAL.] F. Francisco [SEAL.] [SEAL.] [SEAL.] \_[SEAL.] STATE OF KANSAS, Councily of Douglas 1812 day of December A. D. 1906., before me BE IT REMEMBERED, That on this ..... de, before me Joseph E. Riggs a Notary Public in and for said County and State, came and State, came (145. J. Francis. & FiFrancisco his Pirte o and ..... to me personally known to be the same n 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 al on the day and year last above written. Joseph E. Riggs Notary Public. My Commission Expires ////ch 29 190% Notary Public. day of December N. D. 1906, at " o'clock P. M. CO 20, Cornestrong Register of Deeds. Filed for Record the 18 12 egister of Deeds. Debuty. Deputy.

339