

MORTGAGE RECORD No. 43.

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

This Indenture, Made this first day of February in the year of our Lord, nineteen  
hundred and seven, between C. A. Stokes and Libby his wife in the County of  
Douglas and State of Kansas, of the first part, and

C. B. Horsford of Lawrence Douglas Co. Kansas of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
One hundred and fifty (\$150.00) Dollars,  
to them duly paid, the receipt of which is hereby acknowledged, ha as sold, and by these presents do grant, bargain, sell and mortgage  
to the said part 2d 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:

Lot Number eight (8) in Horsfords addition to the  
city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties  
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  
one hundred fifty (\$150)  
according to the terms of a certain note this day executed  
and delivered by the said C. A. Stokes and Libby his wife to the said part 2d of the second part

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 2d 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 2d making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha hereunto set their hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in Presence of

C. A. Stokes [SEAL]  
Libbie Stokes [SEAL]  
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of February A. D. 1907, before me

Chas. F. Brooks a Notary Public in and for said County and State, came

C. A. Stokes and Libby Stokes 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 January 4 1910

Chas. F. Brooks  
Notary Public.

Filed for Record the 13 day of February A. D. 1907, at 2 o'clock P. M.

W. H. Armstrong Register of Deeds.  
By Chas. F. Brooks Deputy.

The following is evidence on the original instrument  
Recorded Aug 20<sup>th</sup> 1907  
to verify release and the fine being created by Stokes.  
No return was made this 20<sup>th</sup> day of August 1907.  
Register of Deeds.

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