

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. Journal Co., Printers, Under and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Twentieth day of February in the year of our Lord, 1907
hundred and Seven, between
Mary Griffin Dundy of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Frank J. Brooks of the same place of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of
Two Thousand Two Hundred and Fifty (\$2,250) Dollars,
to her duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents doth 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:

Lot numbered One (1) and Two (2), in Block number One (1), in Brooks
Addition to the City of Lawrence; Also the East One half of the following: Commencing at a
point in the South West quarter of Section No. 32, in Township No. 12s South, of
Range No. 20, East, Forty (40) feet East of where the South line of a Street in the City
of Lawrence, if projected East would cross the West line of said quarter section
running thence South in a line parallel to said West line Two Hundred and
Eighty (280) feet, parallel to South parallel North line of quarter section Five Hundred and
Eighty (580) feet, thence North Two Hundred (200) feet, thence West Five Hundred and Eighty
feet (580) to place of beginning, containing 2.66 acres, more or less, Only the first part hereby equal to
minimum insurance of \$2,200, or the buildings may or it to be erected in said premises,
the benefit of said second party during the existence of this mortgage

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said

Mary Griffin Dundy 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 and that she will warrant and defend the same in the

quiet and peaceable possession of said second party, his heirs & assigns forever against all

persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of

\$2,250

according to the terms of one certain mortgage this day executed

and delivered by the said parties of the first part to the said part of the second part

being given for part purchase money & due in 3 years from date, with interest from date
to maturity as evidenced by coupons attached hereto & interest after maturity or default at the rate of 10%
per annum until fully paid in cash or by Sheriff's Deed as above specified, properly

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 part of the first part, her heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Mary Griffin Dundy [SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 16th day of February A. D. 1907, before me

the undersigned a Notary Public in and for said County and State, came

[Signature]

Mary Griffin Dundy unmarried

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 Dec. 18th 1905

Wm. F. Sinclair
Notary Public.

Filed for Record the 16th day of February A. D. 1907 at 9⁰⁰ o'clock P.M.

R. A. Armstrong Register of Deeds.
J. E. Armstrong Deputy.

The following is endorsed with original instrument
 the note herein described having been previously full this mortgage is
 hereby released and the loan thereby created is hereby discharged as herein set forth
 dated 17 day of February A.D. 1907
 Abraham J. Mortgages

Recorded Feb. 17 1907
 Lloyd Lawrence
 Registrar of records

May 20th 1912