

## MORTGAGE RECORD No. 43.

MORTGAGE Standard Form - Kansas Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 27<sup>th</sup> day of February in the year of our Lord, 1907, between John D. Henry and Myrtle Henry his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Mary Albright of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Ten Hundred and Fifty (\$1050.00) 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:  
beginning at the North East (N.E.) corner of the North west quarter (4) of Section thirteen (13) township twelve (12) Range seventeen (17) thence west on the section line twenty two &  $\frac{22}{100}$  chains thence south Eight &  $\frac{10}{100}$  chains thence south seventy five degrees (75°) East eight (8) chains along the corner of the Lawrence & Osage State and thence East fifteen &  $\frac{15}{100}$  chains to the NE 1/4 corner of the East line of said section thence south twenty (20) chains to the place of beginning with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John D. Henry & Myrtle Henry his wife do hereby covenant and agree that at the delivery hereof being the lawful owners 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

Ten Hundred and Fifty Dollars.

according to the terms of one certain note this day executed and delivered by the said John D. Henry & Myrtle Henry to the said party of the second part one five years after date with interest at six per cent, interest payable monthly with privilege of paying one hundred dollars or more at any interest paying period

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

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

Signed, Sealed and Delivered in Presence of

John D. Henry [SEAL.]

Myrtle Henry [SEAL.]

[SEAL.]

STATE OF KANSAS, }  
 County of Douglas } ss.

BE IT REMEMBERED, That on this 27<sup>th</sup> day of February A. D. 1907, before me

a Justice of the Peace John D. Henry and Myrtle Henry 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 \_\_\_\_\_

Thomas J. Campbell  
 Justice of the Peace, Notary Public.

Filed for Record the 1 day of March A. D. 1907, at 10 o'clock A. M.

Alfred E. Armstrong Register of Deeds.  
By E. C. Armstrong Deputy.

I have released this book at 11:00 AM 1907

Recorded March 2 1910  
 This note herein described having been paid in full this mortgage is hereby released and the same is hereby cancelled