

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOURNAL CO. PRINTERS, HUNTER AND HUNK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 9th day of March in the year of our Lord, Nineteen Hundred and Seven (1907), between W. M. Lamb and Phyllis F. Lamb his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. L. Saylor of the same place, of the second part: Witnesseth, That the said part 1st of the first part, in consideration of the sum of One Thousand (\$1000.00) Dollars, to them duly paid, the receipt of which is hereby acknowledged, have tho 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 Seventy New Hampshire Street in 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 W. M. Lamb and Phyllis F. Lamb do hereby covenant 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 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 Thousand Dollars according to the terms of one certain Note this day executed and delivered by the said W. M. Lamb and Phyllis F. Lamb to the said part 2d of the second part due in five years parties of the first part have the privilege of paying the whole or any part at any time before five years,

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 parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

W. M. Lamb, [SEAL.]
Phyllis F. Lamb, [SEAL.]
[SEAL.]

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 9th day of March A. D. 1907, before me

L. H. Menger a Notary Public in and for said County and State, came W. M. Lamb and Phyllis F. Lamb his wife

to me personally known to be the same person/s 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 Sept 16th 1908. L. H. Menger Notary Public.

Filed for Record the 11th day of March A. D. 1907, at 8⁴⁰ o'clock A. M.
W. M. Armstrong, Register of Deeds.
Deputy.

The following is released of the original mortgage as fully released, and the same hereby created in the same described having been paid in full of the mortgage of Feb. 22nd 1907. E. L. Saylor.

Received Feb. 20-07
all loan being paid in full
by this & Armstrong Deeds.