

MORTGAGE RECORD No. 43.

401

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

This Indenture, Made this Twenty-five day of March in the year of our Lord, nineteen
hundred & seven, between W. A. Harbeson and his wife
E. F. Harbeson of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Peter H. Weeks of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Six Hundred 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 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 Number One Hundred and three on Ohio Street
in the City of Lawrence, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said
Parties of the first part 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
Six Hundred
according to the terms of One certain promissory note this day executed
and delivered by the said parties of the first part to the said part of the second part
at the Merchants National Bank with interest at the rate of seven per cent
per cent per annum from date interest payable annually, the right to pay
principal in one year

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

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

Signed, Sealed and Delivered in Presence of
W. A. Harbeson [SEAL.]
E. F. Harbeson [SEAL.]
[SEAL.]

STATE OF KANSAS,
Douglas County } ss.
BE IT REMEMBERED, That on this 25 day of March A. D. 1907, before me
James Brooks a Notary Public in and for said County and State, came
W. A. Harbeson and his wife E. F. Harbeson
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 December 8, 1907 James Brooks Notary Public.

Filed for Record the 26 day of March A. D. 1907 at 5 o'clock P. M.
W. A. Harbeson Register of Deeds.
E. F. Harbeson Deputy.

In consideration of full pay-
ment of the within mortgage
I hereby release the same this
25 day of March 1907.
Peter H. Weeks

Attest D. M. Armstrong,
Register of Deeds.