

MORTGAGE RECORD No. 43.

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

This Indenture, Made this First day of May in the year of our Lord, Nineteen hundred and Seven (1907), between F. P. Hunter and Nannie Hunter his wife of Lawrence in the County of Douglas and State of Kansas, of the first part; and M. O. Garrill 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, have sold, and by these presents do grant, bargain, sell and mortgage to the said part 2nd 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:

Lots, one hundred and forty one (141) and one hundred and forty three (143) on Pennsylvania 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 F. P. Hunter and Nannie Hunter his wife do hereby covenant and agree that, at the delivery hereof that they are 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 One hundred and fifty Dollars according to the terms of one certain Note this day executed and delivered by the said F. P. Hunter and Nannie Hunter his wife to the said part 2nd 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 2nd 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 2nd of the second part, on demand, to said part 1st of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

F. P. Hunter

[SEAL.]

Nannie Hunter

[SEAL.]

[SEAL.]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 4th day of May A. D. 1907, before me

Corydon E. Lindley

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

F. P. Hunter and Nannie Hunter

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

June 2nd 1907

Corydon E. Lindley

Notary Public.

Filed for Record the

4th day of May

A. D. 1907, at 3¹² o'clock P.M.

A. W. Armstrong

Register of Deeds.

Deputy.

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[SEAL.]

[SEAL.]

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Notary Public.

Register of Deeds.

Deputy.

The following is contained in the instrument described herein: This mortgage is hereby released and the same hereby created and assigned to the undersigned, this 1st day of November A.D. 1907

M. O. Garrill

Recorded Nov 2 1907

Flags of Lawrence

Register of Deeds