

MORTGAGE RECORD No. 43.

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

This Indenture, Made this 6th day of May in the year of our Lord Twenty hundred and Seven, between J. W. Gray and Jennie E. Gray his wife of Leecompton in the County of Douglas and State of Kansas, of the first part, and J. H. Mitchell of the second part:

Witnesseth, That the said part J. H. Mitchell of the first part, in consideration of the sum of Fifty (\$0.50) 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 J. H. Mitchell 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 29-30-31-32-33 and 34 in Block Number 40 in the City of Leecompton. According to a plat of said city recorded in the office of the Register of Deeds of said County.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. W. Gray and Jennie E. Gray do hereby covenant and agree that at the delivery hereof 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 _____ according to the terms of one certain promissory note this day executed and delivered by the said J. W. Gray and Jennie E. Gray to the said part J. H. Mitchell 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 J. H. Mitchell 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 J. W. Gray and Jennie E. Gray making such sale, on demand, to said J. H. Mitchell heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

J. W. Gray. [SEAL]
Jennie E. Gray. [SEAL]
[SEAL]

STATE OF KANSAS,
County of Douglas } ss.

BE IT REMEMBERED, That on this 6th day of May A. D. 1907, before me J. Baughman a Notary Public in and for said County and State, came J. W. Gray and Jennie E. Gray 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 6th 1909 J. Baughman. Notary Public.

Filed for Record the 7th day of May A. D. 1907, at 4³⁰ o'clock P. M.
A. W. Armstrong Register of Deeds.
Deputy.

The following is recorded on the original instrument
The Note herein described having been paid in full this mortgage
is hereby released and the lien thereon is hereby discharged
Recorded Sept 16th 1908.
A. W. Armstrong
Register of Deeds.

The following is recorded on the original instrument
The Note herein described having been paid in full this mortgage
is hereby released and the lien thereon is hereby discharged
Recorded June 27, 1910
A. W. Armstrong
Register of Deeds.