

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, minutem hundred
and seven, between Daniel Kirby and Elsie M. Kirby, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and James M. Condit of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three thousand (3000) Dollars, to have duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said party 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:

The East one half (1/2) of the north east quarter (1/4) of section twenty two (22) township twelve (12) and range nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parcel of the first part therein. And the said Daniel Kirby & Elsie M. Kirby, his wife 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

\$3000

according to the terms of one certain note this day executed and delivered by the said Daniel Kirby and Elsie M. Kirby to the said party 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 party 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 party making such sale, on demand, to said Daniel Kirby & Elsie M. Kirby, their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Daniel Kirby (SEAL.)
Elsie M. Kirby (SEAL.)
 (SEAL.)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 24 day of May A. D. 1907, before me

Eva H. Neville a Notary Public in and for said County and State, came Daniel Kirby and Elsie M. Kirby, his wife

to me personally known to be the same persons 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 October 17-1907

Eva H. Neville
 Notary Public.

Filed for Record the 25 day of May A. D. 1907, at 2:00 o'clock A.M.

Acceptance Register of Deeds.
By Elsie M. Kirby Deputy.

This note being described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand and seal of office, A. D. 1907.

C. H. Tucker

Rec'd April 2 1907
 J. H. Lawrence
 Register of Deeds

For assignment see Book 51 Page 185

This document is endorsed with the original instrument. The note being described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand and seal of office, A. D. 1907.
 Recorded May 17/1907
 J. H. Lawrence
 Register of Deeds