

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOHNSON & CO. PRINTERS BINDER AND BLANK BOOK MAKERS LAWRENCE, KAN.

This Indenture, Made this third day of May in the year of our Lord, one thousand nine hundred and seven, between S. S. McCann & E. F. McCann of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Mary C. Merkle of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of One Hundred Dollars,

to themselves 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 of the second part her 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:

Beginning One Hundred feet (100 ft) - west of the N.E. corner of Block six (6) and running twenty five feet - (25 ft) west One Hundred and Sixteen feet (116 ft) South, Thence East twenty five feet (25 ft) Thence North One Hundred & Sixteen feet (116 ft) to the place of beginning in that part of the City of Lawrence formerly known as North Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said S. S. McCann & E. F. McCann 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

One Hundred Dollars note according to the terms of one certain promissory this day executed and delivered by the said S. S. McCann & E. F. McCann his wife to the said part of of the second part with interest at six per cent - & payable one year after date.

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 of the second part their 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 S. S. McCann & E. F. McCann his wife heirs and assigns.

IN WITNESS WHEREOF, The said parties 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
Geo. B. Edgar

S. S. McCann [SEAL.]
E. F. McCann [SEAL.]

STATE OF KANSAS,
County of Douglas } ss.

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

Geo. B. Edgar, a Notary Public in and for said County and State, came S. S. McCann & E. F. McCann his wife 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 May 6 1907

Geo. B. Edgar Notary Public.

Filed for Record the 9 day of July A. D. 1907, at 3 o'clock P. M.

By A. W. Brunsong Register of Deeds.
By E. J. Brunsong Deputy.

This Mortgage is enclosed with the original instrument. This is a full and complete discharge of the mortgage. Recorded March 22 1910. By E. J. Brunsong.

Recorded March 22 1908. By E. J. Brunsong.

The following is enclosed with the original instrument. This is a full and complete discharge of the mortgage. Recorded March 22 1910. By E. J. Brunsong.

Recorded March 22 1910. By E. J. Brunsong.