

MORTGAGE RECORD No. 43.

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

This Indenture, Made this 17th day of June in the year of our Lord, 1907, between J. A. Gully and Amanda Gully, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mary C. Marble of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of One Hundred and Seventy-five Dollars, to them duly paid, the receipt of which is hereby acknowledged, have granted, bargain, sell and mortgage to the said part 2^d of the second part 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 No. 103 and the East one half (1/2) of 102, Addition No 2, North Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said J. A. Gully & Amanda Gully, his wife 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 175.00 according to the terms of one certain note this day executed and delivered by the said J. A. Gully & Amanda Gully, his wife to the said part 2^d of the second part Mary C. Marble.

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 2^d of the second part, her 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 2^d of the second part, J. A. & Amanda Gully, heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of Henry G. Parsons [SEAL.] J. A. Gully [SEAL.] Amanda Gully [SEAL.]

STATE OF KANSAS, Douglas County } ss.
BE IT REMEMBERED, That on this 17th day of June A. D. 1907, before me Henry G. Parsons a Notary Public in and for said County and State, came J. A. Gully and Amanda Gully 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 June 5, 1909 Henry G. Parsons Notary Public.

Filed for Record the 7 day of July A. D. 1907 at 3¹⁵ o'clock P. M.
W. W. Armstrong Register of Deeds.
Byron C. Armstrong Deputy.

The following is enclosed over the original mortgage. The note herein is a release having been paid in full. This mortgage is hereby released and the lien thereby created discharged. We the undersigned have this 21 day of March, A.D. 1910, signed at Lawrence, Kansas. Mary C. Marble.

Recorded March 22, 1910
J. A. Gully & Amanda Gully
Register of Deeds