

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 12th day of August in the year of our Lord, 1907, between Sarah Ann Stoddard and C. O. her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Peoples State Bank of Lawrence, Kansas of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Seven Hundred and 00 (\$700.00) 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 2^d of the second part and their 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. Eighty Five (85) Connecticut 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 Sarah Ann Stoddard & C. O. her husband 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 Seven hundred Dollars according to the terms of a certain note this day executed

and delivered by the said parties of the first part to the said part 2^d of the second part due One year after date with interest at 12 per annum payable semiannually with the privilege six months after date of paying \$100.00 or more of said principal sum on any interest paying 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 2^d of the second part, its 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 making such sale, on demand, to said Sarah Ann Stoddard, her 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

Sarah Ann Stoddard (SEAL.)
C. O. Stoddard (SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 12th day of August A. D. 1907, before me

Frank E. Banks a Notary Public in and for said County and State, came Sarah Ann Stoddard and C. O. her husband

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 Mar 5 1910

Frank E. Banks
Notary Public.

Filed for Record the 13 day of Aug A. D. 1907, at 10⁵⁵ o'clock A. M.

A. W. Armstrong Register of Deeds.
By E. C. Armstrong Deputy.

(For Release see Book 417 Page 306)