

MORTGAGE RECORD No. 43.

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

This Indenture, Made this 8<sup>th</sup> day of September in the year of our Lord, one thousand and Six, between Mary Eleanor Parks and Alexander Parks her husband of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and \_\_\_\_\_ of the second part:

Seven Hundred Dollars, witnesseth, That the said part 2 of the first part, in consideration of the sum of \_\_\_\_\_ 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 part 1 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:

lot number Eleven (11) in block number Eight (8) of Areal Addition to the City of Lawrence, Douglas County, Kansas.

withall the appurtenances; and, all the estate, title and interest of the said part 2 of the first part therein. And the said Parties of the first part 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 one certain note this day executed and delivered by the said Parties of the first part to the said part 2 of the second part for a term of two years from date with interest thereon according to coupon attached.

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 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 1 making such sale, on demand, to said Parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part 2 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  
Jennie Watt

Mary Eleanor Parks [SEAL]  
Alexander Parks [SEAL]  
[SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 8<sup>th</sup> day of Sept. A. D. 1906, before me

Jennie Watt a Notary Public in and for said County and State, came Mary Eleanor Parks and Alexander Parks, 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 30-March-1908  
Jennie Watt Notary Public.

Filed for Record the 26 day of Aug. A. D. 1906, at 2<sup>30</sup> o'clock P. M.

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

Recd. Aug. 17-1906. The following is returned on original instrument. As not being deposited having been paid in full, this mortgage is hereby released and the lien thereon is hereby extinguished. Aug. 17, 1906. By E. C. Armstrong, Reg.

The following is endorsed on the original instrument. The first receipt deposited having been paid in full, this mortgage is hereby released and the lien thereon is hereby extinguished. Aug. 17, 1906. As witness my hand, this 17th day of August, A. D. 1906. By E. C. Armstrong, Reg.