

MORTGAGE RECORD No. 43.

489 5

MORTGAGE Standard Form. JOURNAL CO. PRINTERS, UNDER AND NEAR BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 31st day of August in the year of our Lord, one thousand and seven, between Truman D. Hubbel and Margaret Hubbel, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

Witnesseth, That the said part 2 of the first part, in consideration of the sum of Two Hundred Dollars, to him 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 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 One hundred and Forty-two (142) in Addition number Two (2) in that part of the City of Lawrence, Kansas, formerly known as North Lawrence, save and except One hundred and Twelve (112) feet off the West side of said Lot.

with all 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 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 Two 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 1 of the second part Payable two years after date to order of party of 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 part 1 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 [SEAL.] Truman D. Hubbel [SEAL.]
Margaret Hubbel [SEAL.]

STATE OF KANSAS, } ss.
Douglas County }
BE IT REMEMBERED, That on this 31st day of Aug. A. D. 1907, before me Jennie Watt, a Notary Public in and for said County and State, came Truman D. Hubbel and Margaret Hubbel, 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 30th March 1908. Jennie Watt Notary Public.

Filed for Record this 31st day of Sept. A. D. 1907, at 5⁰⁵ o'clock A. M.
Abel Armstrong Register of Deeds.
By Elsie E. Armstrong Deputy.

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released, and the lien hereby created, discharged. As witness my hand this 19th day of October A.D. 1909 Hugh Blair

Recorded October 28, 1909
Thos. L. Lawrence
Register of Deeds
Douglas County, Kansas