

## MORTGAGE RECORD No. 43.

MORTGAGE Standard Form, - LANSING, CO. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 31<sup>st</sup> day of August in the year of our Lord, nineteen  
hundred and seven, between Jesse M. Wallace and Maggie  
Wallace, his wife, of the City of Robinson in the County of  
Brown and State of Kansas, of the first part, and \_\_\_\_\_

Hugh Blair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Two hundred and fifty 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 y. 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: Commencing 20 rods East of the North West  
corner of the North West Quarter of the South West fractional Quarter  
of Section 29, Township 12, South, of Range 20 East of the 6<sup>th</sup> P.M.  
thence East along the center of Maple street in North  
Lawrence 270 feet, thence South 10 Rods, thence East 50 feet,  
thence North 10 Rods, thence West 50 feet to beginning. Also,  
commencing 600 feet East of the North West Corner of the  
North West Quarter of the South West fractional Quarter of said  
Section 29, in Township 12, South, of Range 20 East, thence South 10 rods,  
thence West 20 feet, thence North 10 rods, to the center of Maple street  
in North Lawrence, thence East along the center of Maple street 20  
feet to the place of beginning.

with all the appurtenances, and all the estate, title and interest of the said parties 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 and fifty 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 y. of the second part

Payable one year 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 y. 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 y. making such sale, on demand, to said Parties of the first part their  
heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

N. F.

Jesse M. Wallace (SEAL.)

Maggie Wallace (SEAL.)

(SEAL.)

STATE OF KANSAS,

Brown County } ss.

BE IT REMEMBERED, That on this 31<sup>st</sup> day of Aug. A. D. 1907, before me

N. F. Leslie a Notary Public in and for said County and State, came

Jesse M. Wallace and Maggie Wallace,

his wife, to me personally known to be the same

persons 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 January 10<sup>th</sup> 1911.

N. F. Leslie Notary Public.

Filed for Record the 6 day of Sept. A. D. 1907, at 3<sup>35</sup> o'clock P.M.

W. L. Armstrong Register of Deeds.  
By E. E. Armstrong Deputy.

The following is a reference to the original instrument:  
 The State of Kansas, having filed in full this mortgage  
 is hereby released and the parties are discharged  
 as between my hands this 24<sup>th</sup> day of February, 1908.  
 Hugh Blair.

Recorded Feb 25<sup>th</sup> 1908  
 W. L. Armstrong  
 Register of Deeds.

In consideration of full pay-  
 ment of the within mortgage  
 I hereby release the same.