

# MORTGAGE RECORD No. 43.

493 5

MORTGAGE Standard Form - JOURNAL CO. PRINTERS, BUREAU AND BANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this seventh day of September in the year of our Lord, Nineteen  
hundred and seven, between George L. Dowling, single, of the  
City of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Merchants Loan and Savings Bank of the second part:

Witnesseth, That the said part y. of the first part, in consideration of the sum of  
Two Hundred Dollars,  
to him duly paid, the receipt of which is hereby acknowledged, hat he sold, and by these presents do he grant, bargain, sell and mortgage  
to the said part y. of the second part its 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:

The West half (1/2) of Block number Thirty-one (31) in that  
part of the City of Lawrence, Kansas, known as West Lawrence,  
less a tract 7 1/2 feet (15) rods East and West by sixteen  
(16) rods North and South in the Northwest corner thereof  
owned by Alice Williams, as shown in deed recorded  
in Book 70 at Page 575 of the records of Douglas  
County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part y. of the first part therein. And the said  
Party of the first part do he hereby covenant and agree that  
at the delivery hereof he is 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  
Two Hundred Dollars  
according to the terms of One certain Note this day executed  
and delivered by the said Party of the first part to the said part y. of the second part  
Payable three years after date with interest thereon  
according to the terms of said note and coupons thereon 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 y. 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 y. making such sale, on demand, to said Party of the first part his  
heirs and assigns.

IN WITNESS WHEREOF, The said part y. of the first part ha th hereunto set his hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in Presence of  
Jennie Watt

George L. Dowling (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
Douglas County ss.

BE IT REMEMBERED, That on this 7<sup>th</sup> day of Sept A. D. 1907, before me

Jennie Watt a Notary Public in and for said County and State, came  
George L. Dowling, single

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<sup>th</sup> Mch. 1908

Jennie Watt  
Notary Public.

Filed for Record the 7 day of Sept A. D. 1907, at 2:35 o'clock P.M.

Alfred Christy Register of Deeds.  
By Alfred Christy Deputy.

(The foregoing is entered on the original instrument.)  
We, the said parties, have signed these first and last pages of this mortgage and have acknowledged the same before me, a Notary Public in and for said County and State, on the day and year first above written. Attest: My hand and seal, this 7th day of September, 1907.  
Jennie Watt, Notary Public.  
Witnessed, from 13-07.  
Alfred Christy, Reg. of Deeds.  
By Alfred Christy, Deputy.