

## MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. For use by Printers, Binders and Blank Book Makers. Lawrence, Kan.

This Indenture, Made this Sixth day of September in the year of our Lord, Nineteen  
hundred and seven, between W. B. Darward and  
H. H. Darward, his wife, of the City of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and

J. Grosvenor of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
One Thousand 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 2d 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:

Lots numbers Three (3) and Four (4) in Block number  
Twenty-one (21) on Missouri street, Sinclair's Addition  
to the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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

One Thousand 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 2d of the second part  
Payable five years after date with interest thereon according  
to the terms of said note and coupons thereto 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 2d 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 2d making such sale, on demand, to said Parties of the first part their  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in Presence of

Jennie Watt

W. B. Darward

[SEAL]

H. H. Darward

[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 6<sup>th</sup> day of Sept. A. D. 1907, before me

Jennie Watt a Notary Public in and for said County and State, came  
W. B. Darward + H. H. Darward, 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 30<sup>th</sup> Mch. 1908

Jennie Watt

Notary Public.

Filed for Record the 7 day of Sept. A. D. 1907, at 2<sup>30</sup> o'clock P.M.

W. B. Darward Register of Deeds.  
H. H. Darward Deputy.

The following is endorsed on the original instrument  
The same is hereby described and has been filed in full this  
mortgage is hereby released and the same is hereby created  
abstracted as indicated my hand this 10 day of January.

Recorded in Book 11 907  
H. H. Darward