

## MORTGAGE RECORD No. 43.

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

This Indenture, Made this Seventh day of September in the year of our Lord, one thousand nine hundred and seven, between George L. Dowling, single of the City of Douglas and State of Kansas, of the first part, and Merchants Loan & Savings Bank of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Two Hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents doth grant, bargain, sell and mortgage to the said party 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 Fifteen (15) rods East and West by Fifteen (15) rods North and South in the Northwest corner thereof owned by Alice Williams, as shown in and recorded in Book 50 at Page 525 of the records of Douglas County, Kansas, with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said party of the first part doth 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 party of the second part

payable three 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 party 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 party making such sale, on demand, to said Party of the first part his heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part hath 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,

County of Douglas ss.

BE IT REMEMBERED, That on this 7th 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 30th - March 1908

Jennie Watt Notary Public.

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

All, Lawrence Register of Deeds.  
By Elsie D. Armstrong deputy.

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In consideration of full payment of the within mortgage I hereby release the same this

Attest  
I, George L. Lawrence,  
Register of Deeds