

MORTGAGE RECORD No. 43.

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

The following is endorsed on original instrument:  
The 1906-1907 term described having been paid in full this mortgage is hereby released and the 1907-1908 term is hereby assigned to Carl Greider, member of 4-ans.  
Do witness my hand Greider Bros. 10/27/1908

Rec. Aug. 15 - 1908.  
Attest: J. C. Cunningham, Reg. Deeds  
By Carl & Cunningham, Dep.

This Indenture, Made this Seventh day of September in the year of our Lord, thirteen hundred and seven between Marv E. Parks and Alexander Parks, her husband of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Greider Brothers of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred and thirty-three & 70/100 Dollars, to best duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said parties of the second part 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 Eleven (11) in Block number Eight (8) of Broad Addition in the City of Lawrence, Douglas County, Kansas.

with all the appurtenances; and all the estate, title and interest of the said part is 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 and except four different mortgages now recorded against said property aggregating the sum of \$2500.00 and interest thereon This Grant is intended as a Mortgage to secure the payment of the sum of One hundred & thirty-three and 70/100 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 4 of the second part Payable two years after date with interest at 6% from date semi-annually.

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 parties of the second part their 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 parties making such sale, on demand, to said Parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Marv E. Parks [SEAL]  
A. Parks [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 Marv E. Parks and Alexander Parks her husband 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 Mch. 1908.

Jennie Watt Notary Public.

Filed for Record the 10th day of Sept. A. D. 1907, at 2 o'clock P. M.  
Edw. J. Cunningham Register of Deeds.  
By Carl & Cunningham Deputy.

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