

MORTGAGE RECORD No. 43.

503 5

MORTGAGE Standard Form, Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 13th day of September in the year of our Lord, one thousand and seven, between Marshall H. Huey and Mary G. Huey, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Merchants Loan & Savings Bank, of the second part:

Witnesseth That the said part 1st 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 2^d 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:

Lot number one hundred and fifty six (156)
New-Jersey Street, in the City of Lawrence

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

\$ 250 00

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 2^d of the second part payable on or before five years after date with interest at 7% from date, payable 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 part 2^d 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 2^d 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 have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Marshall H. Huey [SEAL.]
Mary G. Huey [SEAL.]
[SEAL.]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 13th day of Sept. A. D. 1907 before me

W. F. March a Notary Public in and for said County and State, came Marshall H. Huey and Mary G. Huey 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 July 24 - 1909

W. F. March
Notary Public.

Filed for Record the 14th day of Sept. A. D. 1907 at 11³⁰ o'clock A. M.

all Armistead Register of Deeds.
By Eric E. Armstrong Deputy.

The following is endorsed on the original instrument:
The note herin described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 14th day of Sept. A. D. 1907 at Lawrence Kan. attest J. C. Whipple County Clerk

Recorded Aug 18 1911
Florence L. Lawrence
Register of Deeds