

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOURNAL CO. PRINTERS. MINNEAPOLIS. BINDER AND BOOK MAKERS. LAURENCE, KAN.

This Indenture, Made this Seventeenth day of September in the year of our Lord, Thirteen
hundred and Seven, between Carrie Hornaday and J. H.
Hornaday (Her Husband) of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

B. J. Whitman, Lawrence Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Five Hundred Dollars,
 to him 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 y 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: Lot No. Sixty-two (62), Sixty-four (64),
Sixty-Six (66) Sixty-Eight (68) Seventy (70) and Seventy-two (72)
on Missouri Street and Lots No. Sixty One (61) Sixty-three
(63) Sixty-five (65) Sixty-seven (67) Sixty-nine (69) and
Seventy-one (71) on Maine Street, All in Block No. Eleven (11) in West
Lawrence in the City of Lawrence, County of Douglas and State
of Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties 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
Five Hundred Dollars
 according to the terms of One certain Note this day executed

and delivered by the said Carrie Hornaday & J. H. Hornaday to the said part y of the second part
 said note to bear interest at the rate of 8% per annum Interest
 payable annually on Sept. 7th of each year

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

IN WITNESS WHEREOF, The said part 2 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

Carrie Hornaday [SEAL]
J. H. Hornaday [SEAL]
[Signature] [SEAL]

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED That on this 17th day of Sept. A. D. 1907, before me

C. G. Hawk a Notary Public in and for said County and State, came
Carrie Hornaday and J. H. Hornaday
(Her husband) to me personally known to be the same
 persons 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 October 13, 1909

C. G. Hawk Notary Public.

Filed for Record the 16 day of September A. D. 1907, at 4³⁰ o'clock P. M.

Wm. Armstrong Register of Deeds.
By Chas. C. Armstrong Deputy.

Recorded Aug. 10 1908. (The following is endorsed on the original instrument)
 My note herein showing been paid in full. The mortgage of fifty percent and the
 All witnesses, Reg. & Not. hereby created discharged. Its witness my hand this 10th day of August 1908.
 By Chas. C. Armstrong Reg.