524 MORTGAGE RECORD No. 43 ORTGAGE Standard Form. JOURNAL CO., Printers, Hinders and Hank Book Makers, Lawrence, Rat in the year of our Lord, Manutecue This Indenture, Made instruction with day of October undred and seven -, between Award Bumgarduit and hearing Dungardner, instand and wife of havence in the County of Daughas and State of Kansas, of the first part, and \_\_\_\_\_ John Mc Clure of the second part: Witnesseth, That the said part cool the first part, in consideration of the sum of One Thousand and mo to theme 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 M\_ 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: Lolo - Number Three (3) and Ten (10) and the south Twentyive (25) feet of Loto Humber Two (2) and Eleven (1) in Block Humber Eight - (8) of Babcock's addition to the City of Lawrence ' with all the appurtenances, and all the setate, title and interest of the said part wool the first part therein. And the said Querent Sumparture Leosue Bungardour do hereby covenant and agree that at the delivery hereof they are the lawful owner sof 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 note ..... this day executed .. certain .... according to the terms of .... and delivered by the said Revered Bungardwer & Jessie D. Bungardwer to the said part y of the second part Sated Gat . 29 - 1917 Due Cor. 29th 1912 with interest from date pryable some to the rate of six por cent. per amum, as shown by corpored attached to note , 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 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 \_\_\_\_\_making such sale, on demand, to said Quear & Burger deur & wife, In heirs and assigns. IN WITNESS WHEREOF, The said parture of the first part have hereunto set Their and seals the day and year first above written. Edward Bumpertuer, [SEAL.] Signed, Sealed and Delivered in Presence of (seal.) [SEAL.] [SEAL.] ISEAL. STATE OF KANSAS, SS. County of Douglas the 30day of Gelober A. D. 1907, before me BE IT REMEMBERED, That on this . S.a. Word. a Notary Public in and for said County and State, came Eward Bungardner and here a, Mungardner tursband asi and will. to me personally known to be the same 3 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 SC year last above written. My Commission Expires april 10-19.09. Filed for Record the <u>30</u> day of <u>0 et</u> <u>A. D. 1947</u>, at <u>0</u> clock <u>a</u> M. <u>All</u>, <u>anistrong</u>, <u>Register of Deeds</u>. By clice & Uninthons, Deputy.