## MORTGAGE RECORD No. 43.

This Indenture, Made this Trist day of Movember in the year of our Lord, mineteen bundred and seven , between C.W. McCall and Ida B, McCall and Ida B, McCall and Ida B, McCall in the County of m and e County of Nouslas and State of Kansas, of the first part, and M. and State of mull of the second part: ond part: Three Aundred (#300, 20) Dollars, the sum of Dollars. to react duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do \_\_\_\_\_grant, bargain, sell and mortgage nd mortgage to the said part 4\_ of the second part to heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, of Douglas, as, described as follows, to wit: and State of Kans Lot One Aundred and Forty Two (1/2) m Pennsulvania m Steet in the City of Sawrence with all the appurtenances, and all the estate, tyle and interest of the said part condition of the first part therein. And the said\_\_\_\_\_ C. M. M. Call and Ida B. M. Call do hereby covenant and agree that id agree that indefeasible 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 of the sum of This Grant is intended as a Mortgage to secure the payment of the sum of three hundred certain note this day executed according to the terms of <u>ne</u> <u>certain</u> <u>note</u> this day executed and deliyered by the said <u>C. W. M. Call</u> <u>ind</u> Ida B. H. to the said part <u>y</u> of the second part e second part with interest at 13 payable serve annually note due in three years, ence 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 rt 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 whole amount shall become due and payable, and it shall be lawful for the said part y\_\_\_\_of the second part ?? ... executors, administrators and assigns, at d 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 oneys 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 ales, and the overplus, if any there be, shall be paid by the part 4\_making such sale, on demand, to said C.W. McCall - a his ters heirs and assigns. IN WITNESS WHEREOF, The said part wool the first part have hereunto set the hand sand seal the day and year first above ar first above written. C.W. McCall, [SEAL] J. Ja B. McCall, [SEAL] .\_\_\_ [SEAL.] Signed, Sealed and Delivered in Presence of [SEAL.] [SEAL.] \_\_\_\_[SEAL.] STATE OF KANSAS, SS. Douglas County CRED, That on this \_\_\_\_\_\_ day of November\_\_\_\_\_A. D. 1907, before me ., before me BE IT REMEMBERED, That on this .... alfred Whitman a Notary Public in and for said Couply and State, came \_\_\_\_\_ C. W. McCall and I do B. McCall, his wife State, came andner be the same person who executed the foregoing instrument and duly acknowledged the execution of the same. My Commission Expires  $\int a_{11} = 1$ IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and the day and alfred Whitman u. an-17- 1911 day of Not. A. D. 1907, at 20 clock P. M. - All Construction of Proven. By Click Quantum of Deeds. By Click Q. Unintrong - Depug. ary Public. Filed for Record the. ter of Deeds. Deputy.

527