

MORTGAGE RECORD No. 43.

MORTGAGE STANDARD FORM, JOURNAL CO., PRINTERS, HUNTERS BLDG. BUNK BOOK 3, MO., LAWRENCE, KAN.

This Indenture, Made this Twelfth day of November in the year of our Lord, one thousand nine hundred and seven, between Paul A. Dimmock and Mary B. Dimmock of Douglas in the County of Douglas and State of Kansas, of the first part, and

J. H. Newlin of the second part:
 Witnesseth, That the said part 1st of the first part, in consideration of the sum of One 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 2d 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. One hundred and twenty five (125) Addition No. Two (2) to the City of Lawrence formerly With Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 2d of the first part therein. And the said Paul A. Dimmock & Mary B. Dimmock 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 that they will warrant and defend the same against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred according to the terms of a certain promissory note this day executed and delivered by the said Paul A. Dimmock & Mary B. Dimmock to the said part 2d of the second part

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 2d of the second part, 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 2d making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha hereunto set hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

[SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS,

} ss.

BE IT REMEMBERED, That on this 12th day of November A. D. 1907, before me a Notary Public in and for said County and State, came

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 1

Notary Public.

Filed for Record the 12th day of November A. D. 1907, at 10 o'clock M.

Register of Deeds.

Deputy.