

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOURNAL CO. PRINTERS, BUREAU AND BUREAU, LAWRENCE, KAN.

This Indenture, Made this 16th day of April in the year of our Lord, one thousand
and six (1906), between William Eudaly and E. A. Eudaly
his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Alice P. Sears of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Five Hundred ⁰⁰/₁₀₀ 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 y of the second part her 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: Beginning four hundred and sixty six and
six tenths (466.6) feet north and twenty nine and eight tenths (28.8)
feet east of the south west corner of the south east quarter of
Section Six (6) Tp. 13. Rg. 20 East of 6th P. M. Thence east three hundred
(300) feet; North two hundred and seventeen and eight tenths
(217.8) feet; West Three hundred (300) feet; Thence South Two
hundred and seventeen and eight tenths (217.8) feet to place of
beginning. 12 acres.

with all the appurtenances, and all the estate, title and interest of the said part s 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 owners 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 parties of the first part to the said part y of the second part
on the 12 day of April A.D. 1906 - & payable to The People
State Bank, Lawrence.

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, her 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 William Eudaly his
heirs and assigns.

IN WITNESS WHEREOF, The said part u of the first part has hereunto set their hand and seal the day and year first above
written.

Signed, Sealed and Delivered in Presence of

William Eudaly [SEAL]
E. A. Eudaly [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 22nd day of October A. D. 1906, before me

Alfred Whitman a Notary Public in and for said County and State, came
William Eudaly and E. A. Eudaly 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 Jan'y - 14 - 1907

Alfred Whitman
Notary Public.

Filed for Record the 18 day of Nov. A. D. 1907, at 7¹⁰ o'clock P.M.

Edw. Armstrong Register of Deeds.
By E. B. Armstrong Deputy.

In consideration of full pay-
ment of the within mortgage
I hereby release the same this
... 19 day of April A.D. 1907
Alice P. Sears.

Attest
Wm. E. Lawrence
Register of Deeds

The above herein described having been read in full, the register of deeds has hereby released and the
lien hereby created discharged. As witness my hand this 22 day of Dec. A. D. 1907.

Recorded Dec 19 1907
Wm. E. Lawrence