

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form Journal Co. Printers Binders and Blank Book Makers Lawrence Kan.

This Indenture, Made this 17<sup>th</sup> day of December in the year of our Lord, 1907,  
between Amie C. Harvey & F. D. G. Harvey,  
her husband, of the City of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Clarence V. Pettibone of the second part:

Five Hundred Dollars,  
to be 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 of 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:  
Lot number One hundred and fifty-six (156) on  
Connecticut street in the City of Lawrence, Douglas  
County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of 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 of of the second part  
payable three years after date with interest thereon,  
according to terms of said note and coupons thereto  
attached

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

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

Signed, Sealed and Delivered in Presence of  
Jennie Watt [SEAL.]  
Amie C. Harvey [SEAL.]  
F. D. G. Harvey [SEAL.]

STATE OF KANSAS,  
County of Douglas } ss.  
BE IT REMEMBERED, That on this 17<sup>th</sup> day of Dec. A. D. 1907, before me  
Jennie Watt a Notary Public in and for said County and State, came  
Amie C. Harvey and F. D. G. Harvey  
her husband 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 30<sup>th</sup> March 1908 Jennie Watt Notary Public.

Filed for Record the 18<sup>th</sup> day of Dec. A. D. 1907, at 2<sup>00</sup> o'clock - P. M.  
A. W. Armstrong Register of Deeds.  
By Elie C. Armstrong Deputy.

The note described having been paid in full this mortgage  
is hereby released and the sum of money  
as stated in my hand this 16<sup>th</sup> day of Dec  
1907  
Jennie Watt

Recorded Dec 16 1907  
Jesse L. Lawrence  
Register of Deeds.