

MORTGAGE RECORD No. 43.

565

MORTGAGE Standard Form. JOHNSON CO. PRINTERS, BUNNERS and BROAD BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 24 day of December in the year of our Lord, 1907
hundred and seven, between J. A. Gully and Amanda Gully
Gully of Lawrence in the County of
Douglas and State of Kansas, of the first part and

Western Grocer Company of the second part:
 Witnesseth, That the said part 2 of the first part, in consideration of the sum of
Seven hundred seventy three & 7/10 (\$773.70) Dollars,
 to 100 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 1 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:

All of Lot Fifty-four (54) Block One (1) North
Lawrence an addition to the City of Lawrence Kansas
subject however to a prior incumbrance of about
two hundred and fifty (250) Dollars.

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said
J. A. Gully & Amanda Gully do hereby covenant and agree that
 at the delivery hereof that 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 except as above set forth.

This Grant is intended as a Mortgage to secure the payment of the sum of
Seven hundred seventy three & 7/10 Dollars
 according to the terms of one certain promissory note this day executed
 and delivered by the said J. A. Gully and Amanda Gully to the said part 1 of the second part
Western Grocer Company.

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 1 of the second part its 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 1 making such sale, on demand, to said J. A. Gully and Amanda Gully, their
 heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

J. A. Gully (SEAL)
Amanda Gully (SEAL)
 (SEAL)

STATE OF KANSAS,

Douglas County, ss.

BE IT REMEMBERED, That on this 24 day of December A. D. 1907, before me

Henry G. Parsons a Notary Public in and for said County and State, came

J. A. Gully and Amanda Gully 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 June 5 - 1909

Henry G. Parsons
 Notary Public.

Filed for Record the 31 day of Dec A. D. 1907 at 30 o'clock A. M.

W. C. Armstrong Register of Deeds.
E. E. Armstrong Deputy.