## MORTGAGE RECORD No. 43.

ORTOAUE Standard Form. JOURNAL CO., Printers, Binders and Blank Book Makers, Lawrence, Kan This Indenture, Made this 30th day of December in the year of our Lord, amieteen hundred and seven , between O. W. M' allaster 3 Cla. C. M' allas of Caurence in the County of his wife Anestan , and State of Kansas, of the first part, and . The Merchanteron & Somigs Bank of Sursuce Namasol the second part: Witnessoth, That the said part esol the first part, in consideration of the sum of housand to fuer 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 1/2 - 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: ...... he state or raines, described as residence one hundred and three (103) Rentucky Street, in the City of Lowrence. with all the appurtenances, and all the estate, title and interest of the said part (220) the first part therein. And the said ..... Parties of the first part do ... hereby covenant and agree that at the delivery hereof trey arc, the lawful owner Sof 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 \$ 1000,00 certain melgage this day executed according to the terms of ..... all. and delivered by the said farthes of the first port to the said part 1/ of the second part payable five years after date, with interest at. 73 from date, right-ackneed to take of any multiple thereof at any interest pay by fire 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 for the second part, the executor, 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 party making such sale, on demand, to said estees of the first bart thuis heirs and assigns. IN WITNESS WHEREOF, The said part es of the first part hav chereunto set Tuis hand Sand seal gthe day and year first above written O.U.M. allaster .\_\_\_\_\_ [SEAL] Ella C.M. allaster .\_\_\_\_\_ [SEAL] Signed, Scaled and Delivered in Presence of ISEAL. STATE OF KANSAS, Daglas County 30% BE IT REMEMBERED, That on this ..... day of Jauglas A. D. 1907, before me RED! That on two U. T. March C. W. M. a Notary Public in and for said County and State, came Ellastic and Cla 1. a.S.) (illaster .... to me personally known to be the same persons 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. July - 24 1909 1. 9. Marche , Notary Public. My Commission Expires .... A. D. 1907, at 100 o'clock Di. M. A.W. ( Grand Grang Register of Deeds By Clark ( Christing Deputy. Filed for Record the 21 day of Diee, 

566