

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

This Indenture, Made this 30<sup>th</sup> day of December in the year of our Lord, nineteen hundred and seven between Ella P. McAllister and Bill McAllister, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and

The Merchants Loan & Savings Bank Lawrence, Kansas of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of One thousand 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 2<sup>d</sup> of the second part its successors 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 six (106) Kentucky Street, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> 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

\$1000.00

according to the terms of one certain note delivered by the said Parties of the first part to the said part 2<sup>d</sup> of the second part

payable five years after date, with interest at 7% per annum; right reserved to pay \$100.00 or any multiple thereof at any interest paying period after one year.

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 2<sup>d</sup> 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 2<sup>d</sup> making such sale, on demand, to said Parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Ella P. McAllister [SEAL]
Bill McAllister [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 30<sup>th</sup> day of December A. D. 1907, before me

W. F. March a Notary Public in and for said County and State, came Ella P. McAllister and Bill McAllister

[Signature]

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 July 27 1909

W. F. March Notary Public.

Filed for Record the 31 day of Dec. A. D. 1907 at 1:10 o'clock P.M.

W. C. Armstrong, Register of Deeds.
By Alice C. Armstrong, Deputy.

Original Rec. 20-1908. This conveyance is endorsed by the original instrument. The deed herein described being paid in full, this mortgage is hereby released and the same hereby cancelled. The sum hereby advanced to the said parties of the first part is hereby acknowledged and the same is hereby assigned to the Merchants Loan & Savings Bank of Lawrence, Kansas.