

MORTGAGE RECORD No. 43.

MORTGAGE STANDARD FORM, JOURNAL CO. PRINTERS, UNDER THE BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this twenty second day of February in the year of our Lord, thirteen hundred and eight, between W. A. Dunn and Elizabeth Dunn his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and W. L. Root of Topeka, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four hundred and Fifty 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 his 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:

Commencing at a point in Locust Street in the City of Lawrence twenty (20) rods South and thirty nine (39) rods and six and one half (6 1/2) feet East of the North west corner of the North west quarter of the South west fractional quarter of section numbered twenty nine (29) in township no. twelve (12) south of Range No. twenty (20) East of 6th Meridian, thence running west Sixty (60) feet, thence north ten (10) rods, thence east Sixty (60) feet South ten (10) rods to the place of beginning with all the appurtenances, and all the estate, title and interest of the said parties 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

Four hundred and fifty Dollars according to the terms of a certain mortgage note this day executed and delivered by the said Parties of the first part to the said part y of the second part due in 5 years from date with interest at the rate of seven per cent payable semi-annually.

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

IN WITNESS WHEREOF, The said part y 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

W. A. Dunn [SEAL]
Elizabeth Dunn [SEAL]
[SEAL]

STATE OF KANSAS,
County of Douglas ss.

BE IT REMEMBERED, That on this 22 day of February A. D. 1908, before me

W. L. Sinclair a Notary Public in and for said County and State, came W. A. Dunn and Elizabeth Dunn, 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 Dec. 13 1908.

W. L. Sinclair
Notary Public.

Filed for Record the 25 day of Feb. A. D. 1908, at 2 o'clock A. M.

W. W. Armstrong Register of Deeds.
By Eric C. Armstrong Deputy.

This note herein described having been paid in full, this mortgage is hereby released and this has been duly created and discharged. As witness my hand this 25th day of February, A. D. 1908.

M. L. Root

Recorded Nov 25 1912
Hoyd of Lawrence
Register of Deeds