

MORTGAGE Standard Form. JOURNAL CO. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 26th day of March in the year of our Lord, nineteen
hundred and Eight between Wesley H. Harberson and
Ephraena H. Harberson his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
John H. Weeks of the second part:

Witnesseth, That the said part 22 of the first part, in consideration of the sum of Seven Hundred and Forty Five 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 4 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: _____

Lot Number One Hundred and three (103) on Ohio
Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said Wesley C. Carlson, by Eileen F. Carlson, his wife do s/s 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

Seven Hundred & Forty five Dollars
according to the terms of one certain note this day executed
and delivered by the said Wesley L. Harrison & Emma F. Harrison to the said part y of the second part
Peter H. Weeks

(see Margin for note)

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 the second part, and 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 in making such sale, on demand, to said Peter H. Wheeler heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Wesley A. Charlesin [SEAL]
 Emma F. Charlesin [SEAL]
 [SEAL]

STATE OF KANSAS,

Douglas County. - } SS.

BE IT REMEMBERED, That on this 26 day of March A. D. 1908, before me

_____ a Notary Public in and for said County and State, came
 Wesley H. Carlson and Geneva T. Carlson
 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 Feb. 28th 1948.

Frank Lee,
Notary Public.

Filed for Record the 26 day of Mar, A. D. 1908 at 11²⁰ o'clock A.M.

Attest: Wm. Armstrong Register of Deeds
By Elsie A. Armstrong Deputy.