

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 19th day of December in the year of our Lord
thirteen hundred and four, between Nicholas S. Clarke and Lucy J. Clarke his wife -
Douglas and State of Kansas, of the first part, and
Mrs. Frank W. Anderson of the second part:

Six Hundred 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 party 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:

Part of the North East Quarter Sec. 36-Tp. 12-Rpt. 17 described as follows.
Commencing at a point Eighty (80) feet West of the North west corner
of Lot No. Four (4) in Block No. Four (4) - in Lanes First
addition to the City of Lawrence: thence running west one hundred
and seventeen (117) three fourths (3/4) feet; thence East One hundred and Sixteen
(116) feet; thence North Eighty (80) feet to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part 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 owner 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
Six Hundred and Dollars
 according to the terms of one certain promissory note this day executed
 and delivered by the said Nicholas S. Clarke and Lucy J. Clarke to the said party of the second part
Payable five years from date at The Merchants National
Bank of Lawrence Kansas.

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 party of the second part, her 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 Nicholas S. Clarke his
 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

Lucy J. Clarke [SEAL]
Nicholas S. Clarke [SEAL]

STATE OF KANSAS.

County of Douglas } ss.

BE IT REMEMBERED, That on this 19th day of December A. D. 1905, before me,

Abel Whitman a Notary Public in and for said County and State, came
Nicholas S. Clarke and Lucy J. Clarke 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 January 19- 1907.

Abel Whitman Notary Public.

Filed for Record the 31 day of Dec. A. D. 1905, at 2⁰⁰ o'clock of P. M.

Ellis C. Armstrong Register of Deeds.
By Ellis C. Armstrong Deputy.

This folio is referred to in the original instrument.
 The mode herein described having been said in full, this mortgage is hereby released and the
 same may be executed discharged. As witness my hand this 19th day of December, 1905.

Recorded Dec 21st 1905

By J. L. Lawrence
 Sec. of Mortgages

(See Assignment to Page 183)