

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON &amp; CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Seventh day of June, in the year of our Lord, nineteen hundred and one (1901), between Lacy G. Logan, widow, and Alice D. Barrett (formerly Logan) and John M. Barrett, her husband, of Douglas in the County of Douglas and State of Kansas, of the first part, and Miss Leahy P. Branger, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Hundred and Fifty (\$150.) 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 her 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:

Block numbered One Hundred and thirty-three (133) and One Hundred and thirty-five (135) on Ohio Street, in the City of Lawrence,

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 and that they will warrant and defend the same in the quiet and peaceable possession of the said second part her heirs and assigns forever against all persons lawfully claiming same. This Grant is intended as a Mortgage to secure the payment of the sum of \$150.

according to the terms of one 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 Three years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity at the rate of ten per cent per annum, until fully paid in cash or by sheriff's deed to above described property, 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 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 part y 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 hereto set their hand and seal on the day and year first above written.

Signed, Sealed and Delivered in Presence of

Lacy G. Logan [SEAL]  
Alice D. Barrett [SEAL]  
John M. Barrett [SEAL]

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 7<sup>th</sup> day of June, A. D. 1901, before me

the undersigned, a Notary Public in and for said County and State, came Lacy G. Logan, widow, and Alice D. Barrett (formerly Logan) of John M. Barrett her husband, being sole heirs of John G. Logan, dec. 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 December 15<sup>th</sup>, 1904

W. L. Sinclair Notary Public.

Filed for Record the 10<sup>th</sup> day of June, A. D. 1901, at 7<sup>th</sup> o'clock A. M.

A. W. Armstrong Register of Deeds.  
Deputy.

"45" 356  
For Release See Book 48 Page 376