

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this thirtieth day of April in the year of our Lord, Twenty hundred and nine, between Eli C. Freeman and Justice J. E. Freeman of Marshall in the County of

Riley and State of Kansas, of the first part, and \_\_\_\_\_ of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Two 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 2nd 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: The South half (1/2) of Lot No. Seven (7) Block No. Twelve (12) Lane Place Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Eli C. Freeman and Justice J. E. Freeman do hereby covenant and agree that at the delivery hereof they 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 Two Hundred and Fifty Dollars according to the terms of one certain note made on this day executed and and delivered by the said Eli C. Freeman and Justice J. E. Freeman to the said part 2nd of the second part his heirs or assigns

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 2nd 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 Eli C. Freeman - his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

Eli C. Freeman [SEAL.]

Justice J. E. Freeman [SEAL.]

[SEAL.]

## STATE OF KANSAS,

County of Riley

BE IT REMEMBERED, That on this 28 day of April A. D. 1909, before me

C. C. Warner a Notary Public in and for said County and State, came

Eli C. Freeman and Justice J. E. Freeman

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 Oct. 10 1906

C. C. Warner Notary Public.

Filed for Record the 28 day of April A. D. 1909, at 4 o'clock P. M.

A. W. Armstrong Register of Deeds.

By Eli C. Freeman Deputy.

The following is a copy of the original mortgage recorded on the 28th day of April, 1909, in the County of Riley, State of Kansas, and is being filed for record in the Mortgage Record No. 42, as required by law. This is the day of May, A.D. 1910.

Recorded June 7, 1910  
 A. W. Armstrong, Register of Deeds,  
 County of Riley, State of Kansas.