

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

This Indenture, Made this 26 day of January in the year of our Lord, one thousand nine hundred & six between Rose H. Breese and H. J. Breese her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Bertha A. Grossmeyer of the second part:  
 Witnesseth, That the said part of the first part, in consideration of the sum of Two Hundred Seventy-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 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:

Lot No. Ten (10) Block twenty-four Sinclair's Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Rose H. Breese & H. J. Breese, her husband 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 and that they will warrant and defend the same against all claims whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Seventy-five according to the terms of certain this day executed and delivered by the said to the said part of the second part

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, 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 making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part have hereunto set hand and seal: the day and year first above written.

Signed, Sealed and Delivered in Presence of

[SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS,

} ss.

BE IT REMEMBERED, That on this day of A. D. 1906, before me a Notary Public in and for said County and State, came

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 1

Notary Public.

Filed for Record the day of A. D. 1906, at o'clock M.

Register of Deeds.

Deputy.