

MORTGAGE Standard Form - JOURNAL CO. Printers, Binders and Blank Book Makers, LAWRENCE, KAN.

This Indenture, Made this 15 day of February, in the year of our Lord, 1907, between Jessie L. Witter (widow) of Shawnee and State of Kansas, of the first part, and Bertha A. McIntire of the second part: Witnesseth, That the said party of the first part, in consideration of the sum of Five Hundred Dollars, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said party 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: Lot number one hundred and sixteen (116) on Ohio street in the city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Jessie L. Witter do hereby covenant and agree that at the delivery hereof she is 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 Five hundred dollars according to the terms of one certain note this day executed and delivered by the said Jessie L. Witter to the said party 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 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 Jessie L. Witter - her heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Jessie L. Witter (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

Shawnee County ss. 16th day of February A. D. 1907, before me Agnes Grass a Notary Public in and for said County and State, came Jessie L. Witter (a widow) 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 April 10 - 1909 Agnes Grass Notary Public.

Filed for Record the 19 day of Feb. A. D. 1907 at 3¹² o'clock P. M. Callahanburg Register of Deeds. By Chas. C. Munstrey Deputy.

THIS INSTRUMENT WAS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE CITY OF LAWRENCE, KANSAS, ON THE 19TH DAY OF FEBRUARY, A. D. 1907. BY THE REGISTER OF DEEDS, CHAS. C. MUNSTREY, DEPUTY.

May 20th 1907
L. J. Phelps
Register of Deeds

(This instrument is a mortgage to secure the payment of a note for \$500.00, dated February 15, 1907, and is subject to the terms of said note.)