

MORTGAGE RECORD No. 43.

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This Indenture, Made this 11th day of March in the year of our Lord Nineteen Hundred
and Seven, between Carrie Hornaday and J. T. Hornaday
Wife and Husband, of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

Emily P. Grover

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

Two 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 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:

Lot No. One Hundred Twenty Eight (128) Ohio Street, Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

Carrie Hornaday and J. T. Hornaday 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 except a mortgage of \$600.00 executed in

October 1905 by Carrie S. Phillips and Husband C. J. Phillips, to Granville Jager

This Grant is intended as a Mortgage to secure the payment of the sum of

Two Hundred Dollars

according to the terms of one certain Note this day executed

and delivered by the said Carrie Hornaday and J. T. Hornaday to the said party of the second part

Said Note due on or before September 1st 1907.

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, 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 Carrie Hornaday, her heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Carrie Hornaday

[SEAL.]

J. T. Hornaday

[SEAL.]

J. T. Hornaday

[SEAL.]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 11th day of March A. D. 1907, before me

J. D. Lemoine a Notary Public in and for said County and State, came

Carrie Hornaday and J. T. Hornaday, husband and 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 March 3rd 1910.

J. D. Lemoine

Notary Public.

Filed for Record the 12th day of March A. D. 1907, at 4⁰⁵ o'clock P. M.

A. W. Armstrong

Register of Deeds.

Deputy.

(This following is endorsed on the original instrument)
 The said Carrie Hornaday and J. T. Hornaday, husband and wife, have
 executed and delivered to me the foregoing instrument, and they have
 acknowledged the execution of the same to me personally known to be the same
 person who executed the foregoing instrument and duly acknowledged the execution of the same.
 J. D. Lemoine, Notary Public.

Received Aug. 24-1907
 All Principal and Interest
 on the above mortgage
 J. D. Lemoine, Notary Public.