

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

This Indenture, Made this 16 day of March in the year of our Lord, 1907 between Nellie E. Jones and A. F. Jones her husband in the County of Douglas and State of Kansas, of the first part, and P. F. and Stella Pennington 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 2d of the second part their 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 Sixty four (164) in addition Two (2) in that part of the City of Lawrence known as North 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 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

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 and certain Note this day executed

and delivered by the said Nellie E. Jones and A. F. Jones to the said part 2d of the second part payable Three years from date at Lawrence Nat. Bank Lawrence Kas.

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 2d of the second part their 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 parties making such sale, on demand, to said Nellie E. Jones her 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

Nellie E. Jones [SEAL.]
Albert F. Jones [SEAL.]
[SEAL.]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 16 day of March A. D. 1907, before me

Alfred Whitman a Notary Public in and for said County and State, came Nellie E. Jones and A. F. Jones her husband 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 Jan 14 1911

Alfred Whitman
Notary Public.

Filed for Record the 16 day of March A. D. 1907 at 4 o'clock P. M.

A. W. Armstrong Register of Deeds.
E. E. Pennington Deputy.

I hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of said County and State of Kansas.

Recorded Aug 23 1909
T. J. Lawrence
Register of Deeds.