

ORTOGAUE Standard Form. JOURNAL Co., Printers, Binders and Blank Book Makers, LA HABRA, CALIF.

This Indenture, Made this Eighth day of June in the year of our Lord, 1908,  
hundred and seven, between John Horne and Minnie E. Horne,  
his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and \_\_\_\_\_

E. J. Pinner

of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of Four Thousand (\$4000.) 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 ~~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 No. One Hundred and Thirty-five (135) on Tennessee Street  
in the City of Lawrence,  
Parties of the first part hereby agree to maintain insurance of  
\$ 3000. on the buildings now on or to be erected on said premises,  
for the benefit of said second party, her heirs or assigns, during the  
Existence of this loan

with all the appurtenances, and all the estate, title and interest of the said part <sup>ies</sup> of the first part therein. And the said John Haring and Winifred S. Haring do hereby covenant and agree that at the delivery hereof They are the lawful owner <sup>s</sup> 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**

Four Thousand Dollars.

according to the terms of one certain Mortgage Note this day executed by  
and delivered by the said parties of the first part to the said party of of the second part  
due in Five years from date, with interest as evidenced by coupons  
Attached

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, 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 part of making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part *ies* of the first part ha *ve* hereunto set *their* hand & seal *S* the day and year first above written.

*Signed, Sealed and Delivered in Presence of*

John Hunter

[SEAL.]

Winifred S. Hume

...[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 11<sup>th</sup> day of June A. D. 1907, before me

Wm. T. Sinclair

a Notary Public in and for said County and State, came

John Hume and Winifred S. Hume, his 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 Dec 13<sup>th</sup> 1908

Wm. J. Sinclair

**Notary Public**

Filed for Record the 11<sup>th</sup> day of June A. D. 1907, at 10<sup>15</sup> o'clock A.M.

A. W. Armstrong

Register of Deeds.

Deputy.