

MORTGAGE RECORD No. 43.

455

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

This Indenture, Made this 12th day of July in the year of our Lord, one thousand
and Seven, between M. M. Henderson & J. F. Henderson
her husband of the City of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Hugh Blair of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
One 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 part 2^d 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 number Two hundred and fifteen (216) on Ohio
street in the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 2^d 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 Save I except a mortgage of \$1000
to S. A. Safford dated 6th Jan. 1906. & a mortgage of \$2000 and Hugh
Blair dated 27th Jan 1908. This Grant is intended as a Mortgage to secure the payment of the sum of

One Hundred Dollars
according to the terms of One certain Note this day executed
and delivered by the said Parties of the first part to the said part 2^d of the second part
Payable twelve months after date to order of party of 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 2^d 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 Parties of the first part their
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
Jessie Watt M. M. Henderson [SEAL]
J. F. Henderson [SEAL]
[SEAL]

STATE OF KANSAS, } ss.
Douglas County
BE IT REMEMBERED, That on this 12th day of July A. D. 1907, before me
Jessie Watt a Notary Public in and for said County and State, came
M. M. Henderson and J. F. Henderson
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 30th Nov. 1908. Jessie Watt Notary Public.

Filed for Record the 12th day of July A. D. 1907, at 11 o'clock A.M.
A. W. Wainwright Register of Deeds.
By E. W. Wainwright Deputy.

In consideration of full pay-
ment of the within mortgage
I hereby release the same this
12th day of July 1907
J. F. Henderson

Attest
J. F. Henderson
Register of Deeds