

# MORTGAGE RECORD No. 43.

459

MORTGAGE Standard Form. Journal Co. Printers, Under and West Book Makers, Lawrence, Kan.

This Indenture, Made this 1<sup>st</sup> day of June in the year of our Lord Twentieth hundred and seven between Samuel S. Elliott and Jeanette K. Elliott, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Annie E. Warner of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Twelve 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 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:

The East half (1/2) of Block Fifty-one (51) West Lawrence, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Samuel S. Elliott & Jeanette K. Elliott do hereby covenant and agree that at the delivery hereof they are 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

\$1200.00

according to the terms of one certain note this day executed and delivered by the said Samuel S. Elliott & Jeanette K. Elliott to the said part of the second part her heirs and assigns.

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

IN WITNESS WHEREOF, The said parties 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

Samuel S. Elliott [SEAL.]

Jeanette K. Elliott [SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 14<sup>th</sup> day of June A. D. 1907, before me

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

Samuel S. Elliott and Jeanette K. Elliott

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 July 3, 1907

Gertrude Standing  
Notary Public.

Filed for Record the 19 day of July A. D. 1907, at 2<sup>30</sup> o'clock A. M.

all Register of Deeds.

By Elsie C. Hamstrom Deputy.

This mortgage is hereby released and the mortgagor is hereby discharged, as witness my hand this 22<sup>nd</sup> day of July, A. D. 1907.

Annie E. Warner

Received Sept. 24, 1907

Gertrude Standing

Register of Deeds