

## MORTGAGE RECORD No. 43.

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

This Indenture, Made this First day of July in the year of our Lord, thirteen hundred and seven, between Hellie A. Myers an unmarried woman of Lawrence in the County of

Douglas and State of Kansas, of the first part, and Susan W. Miller of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Two Hundred and fifty \$ 250.00 Dollars, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part 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. Eighty eight 88 on New Hampshire Street in the city of Lawrence.

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

Hellie A. Myers do hereby covenant and agree that at the delivery hereof she 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 except two mortgages now on said property

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

\$ 250.00

according to the terms of one certain note this day executed

and delivered by the said Hellie A. Myers to the said party of the second part

For the term of three years unless second party shall demand payment sooner, in such demand said note becomes due

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, heirs, 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 making such sale, on demand, to said Hellie A. Myers - her heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Hellie A. Myers [SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 3 day of July A. D. 1907, before me

L. S. Stale a Notary Public in and for said County and State, came



Hellie A. Myers 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 June 20 1910

L. S. Stale  
Notary Public.

Filed for Record the 3 day of Aug. A. D. 1907, at 3 o'clock P. M.

W. C. Armstrong Register of Deeds.  
By Eric C. Armstrong Deputy.

The following is endorsed on the original instrument  
In consideration of full pay-  
ment of the within mortgage  
I hereby re-

Recorded July 16 1910  
Hoyd & Lawrence