

MORTGAGE STANDARD FORM - JOHNSON, CO. PRINTERS, BUNDLES AND BINDER BOOK MAKERS, LA SALLE, ILL.

This Indenture, Made this 11th day of September in the year of our Lord thirteen hundred and seventy, between Charlotte Layport and P. W. Layport her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Cornelia Seymour of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of Five 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 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 Five (5) in Block No Twenty two (22) in Sinclair's Addition to the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part of 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 owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances that they will this said land defend the same in the said and peaceable possession of said second party her heirs assigns forever and all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of Five hundred

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 of of the second part are in three years from date with interest at the rate of ten per cent per annum until fully paid the interest from date to maturity being evidenced by interest coupons attached to said note

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 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 making such sale, on demand, to said Parties of the first part heirs and assigns Parties of the first part to maintain insurance on the building situated on above lot.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Lena Arcech

Charlotte Layport [SEAL.]

P. W. Layport [SEAL.]

P. W. Layport [SEAL.]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 11th day of September A. D. 1907, before me

W. T. Sinclair a Notary Public in and for said County and State, came

Charlotte Layport and P. W. Layport

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. 18 1908

W. T. Sinclair Notary Public.

Filed for Record the 27 day of Sept A. D. 1907, at 10 o'clock A. M.

Alfred Armstrong Register of Deeds.

By Chas. Armstrong Deputy.

The following is understood in the mortgage instrument
The note herein described being paid in full, this mortgage
is hereby released and the heirs and assigns thereof discharged
On the 11th day of September 1907
Cornelia Seymour.

Recorded Oct 6 1910
Clayton & Lawrence
Deputy-Recorder