

MORTGAGE STANDARD FORM. JOHNSON CO., PRINTERS, HUNTER AND BRADY BLDG. JACKSON, LAWRENCE, KAN.

This Indenture, Made this Twenty Eight day of February in the year of our Lord, thirteen hundred and eight between Viola P. Olds, a widow of Douglas in the County of Douglas and State of Kansas, of the first part, and Almira J. Hoyt of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One Hundred (\$100.00) Dollars, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents doth 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: Lots Nos. One hundred and Two (102) One hundred and Four (104), One hundred and Six (106) One hundred and Eight (108) and One hundred and Ten (110), all on Elm Street, in Block No. Two (2), in that part of the City of Lawrence known as North Lawrence, Subject to a prior mortgage of \$650, dated September 6, 1906, to Wm. J. Sinclair, recorded in Book "43" of Mortgages, at page 246, Douglas County, Kansas records.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Viola P. Olds doth hereby covenant and agree that

at the delivery hereof she is 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 as above noted, if that she will warrant & defend the same in the quiet & peaceable possession of the said second part, her heirs & assigns forever, against all persons lawfully claiming the same. 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 mortgage note this day executed

and delivered by the said parties of the first part to the said party of the second part due three years after date with interest from date to maturity or suspended by suspension attached thereto, and interest after maturity or default, at the rate of ten per cent per annum until fully paid in cash or by Sheriff's Deed to above described property.

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

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

Signed, Sealed and Delivered in Presence of Viola P. Olds [SEAL] [SEAL] [SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 27<sup>th</sup> day of February A. D. 1908, before me

the undersigned a Notary Public in and for said County and State, came Viola P. Olds, a widow,

(S) 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 March 27<sup>th</sup> 1909 Joseph E. Riggs Notary Public.

Filed for Record the 27 day of February A. D. 1908, at 9<sup>00</sup> o'clock A.M.

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

The here therein described having been paid in full, this instrument is hereby released and the lien thereby created discharged. As witness my hand this 27th day of February, A. D. 1908.  
 M. J. Hoyt  
 Almira J. Hoyt  
 necessary Release for Oregon  
 Recorded June 11 1912  
 W. C. Armstrong  
 Register of Deeds