

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Eleventh day of October in the year of our Lord one thousand nine hundred and eight, between Louis Sissey of Larard in the County of Douglas and State of Kansas, of the first part, and J. M. Spencer and Mary C. Spencer his wife of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Two hundred and Twenty five DOLLARS, to him 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 their 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 121 on Pennsylvania Street in the city of Lawrence according to recorded Plat of said City.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Louis Sissey do hereby covenant and agree that at the delivery hereof he is the 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 Two hundred and Twenty five Dollars (\$225.00) according to the terms of three certain promissory notes this day executed and delivered by the said Louis Sissey to the said party of the second part.

selling for the sum of two hundred and twenty five dollars divided as follows viz:
one note for ninety two Dollars due April 11th 1908. one note for 72.00 due Oct. 11th 1908
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 parties of the second part, their 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 parties making such sale, on demand, to said Louis Sissey heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Louis Sissey - [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS.

County of Douglas } ss.

BE IT REMEMBERED, That on this 27th day of March A. D. 1908, before me,

Henry Moon Notary Public in and for said County and State, came

L.S.

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 Oct. 11th 1908

Henry Moon - Notary Public.

Filed for Record the 1 day of April A. D. 1908, at 12 o'clock - M.

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

The following is a copy of the original mortgage as duly returned and the same thereby acknowledged by the parties to the mortgage on the 11th day of April 1908. J. M. Spencer.

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A. M.

Register of Deeds.

Deputy.

By