

MORTGAGE RECORD No. 45.

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This Indenture, Made this 20th day of April in the year of our Lord 1908 hundred and Eight, between Edgar Forde Sheen, single, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Anna M. Blandford of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Four Hundred DOLLARS, to him 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:

All the undivided interest, share or part of said party of first part as heir at law of W.R. Sheen and devisee under the will of Pansy Sheen deceased in and to the following lots, namely: Nos. Six (6), Seven (7), Eight (8) and Nine (9) in Block No. Twelve (12) of Babcock's Enlarged Addition to the City of Lawrence in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part doth hereby covenant and agree that at the delivery hereof he 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars according to the terms of One certain Note this day executed

and delivered by the said Party of the first part to the said party of the second part payable two years after date with interest thereon according to the terms of said note and coupons thereto attached

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

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

Signed, Sealed and Delivered in presence of Jennie Watt. Edgar Forde Sheen, [SEAL]

STATE OF KANSAS, County of Douglas ss.

BE IT REMEMBERED, That on this 20th day of April A. D. 1908, before me, Jennie Watt a Notary Public in and for said County and State, came Edgar Forde Sheen, single

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 30th March 1912. Jennie Watt, Notary Public.

Filed for Record the 21 day of April A. D. 1908, at 10²⁰ o'clock A. M.

By Elsie C. Armstrong, Register of Deeds. Deputy.

Rec. Oct. 8 " 1908
2001 Armstrong, Reg. of Deeds.
By Elsie C. Armstrong, Reg.
This mortgage is hereby released and the same again described having been paid in full. The mortgage is hereby released and the same again described having been paid in full. This day of October 20th 1908 Anna M. Blandford.

(For assignment see Book 51 Page 4654)