

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this Third day of April in the year of our Lord Nineteen hundred and eight, between Maudie B. Cooke, unmarried of Lawrence in the County of Douglas and State of Kansas, of the first part; and Bethrice Coffedge of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Twelve hundred (\$1200) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, in the said, 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:

Lot - No. Seventy seven (77) on Kentucky Street,  
in the City of Lawrence;

Said party of the first part hereby agrees to maintain insurance of \$15.00, on the buildings now or to be erected on said premises, in the benefit of said second party, her heirs and assigns, during the existence of this loan.

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

Maudie B. Cooke 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 indefensible estate of inheritance therein, free and clear of all incumbrances, that she will warrant & defend the same in the quiet & peaceable possession of the said second party, 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 Twelve hundred dollars.

according to the terms of one certain mortgage note this day executed and delivered by the said party of the first part to the said party of the second part given for part purchase money, due 5 years from date, with interest as evidenced by interest attached thereto, interest after maturity or default at the rate of 10% per annum until fully paid in cash by Sheriff's Deed to above described premises, 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, for 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 hath hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Maudie B. Cooke [SEAL]

[SEAL]

[SEAL]

## STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 28<sup>th</sup> day of April A. D. 1908, before me,

the undersigned, a Notary Public in and for said County and State, came Maudie B. Cooke, unmarried

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 29<sup>th</sup> 1909.

Josh E. Riggs  
Notary Public.

Filed for Record the 29<sup>th</sup> day of April A. D. 1908, at 11<sup>25</sup> o'clock a. m.

A. C. Amstutz  
Register of Deeds.  
By Elmer C. Amstutz  
Deputy.

Recorded June 5, 1910  
Lloyd L Lawrence  
Reporter of Deeds:  
(For signature see page 5)