

# MORTGAGE RECORD No. 45.

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

This Indenture, Made this Eighteenth day of March in the year of our Lord one thousand and eight, between Louis Hers. of Lawrence in the County of Douglas and State of Kansas, of the first part, and Julia F. Nicholson of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two hundred DOLLARS, to him 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 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. Thirty (30) in Addition No. One W in that part of the City of Lawrence known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Louis Hers. does 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 Two hundred Dollars according to the terms of one certain note this day executed by Louis Hers. to the said part of the second part his heirs

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 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 making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said part 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 Henry G. Parsons.

Louis Hers. [SEAL]  
[SEAL]  
[SEAL]

STATE OF KANSAS, } ss.  
Douglas County  
BE IT REMEMBERED, That on this 16<sup>th</sup> day of March A. D. 1908, before me, John M. Newlin a Notary Public in and for said County and State, came Louis Hers.

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 April 11 1911 John M. Newlin Notary Public.

Filed for Record the 2 day of May A. D. 1908, at 2<sup>40</sup> o'clock P. M.  
A. W. Armstrong Register of Deeds.  
By Eric C. Armstrong Deputy.